

**CITY OF NEWTON
PURCHASING DEPARTMENT**

PROJECT FOR PUBLIC BUILDINGS DEPARTMENT

**PROJECT MANUAL:
OPERABLE PARTITIONS
AT THE COUNTRYSIDE ELEMENTARY SCHOOL
191 DEDHAM STREET
NEWTON, MA
*INVITATION FOR BID #12-91***

Pre-Bid Meeting: June 21, 2012 at 10:00 a.m.

Bid Opening Date: June 28, 2012 at 10:00 a.m.

Prepared by:
*Knight, Bagge & Anderson, Inc.
6 Thirteenth Street
Charlestown, MA 02129
617-241-2807
Fax 617-241-2857*

JUNE 2012

Setti D. Warren, Mayor

CITY OF NEWTON

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OPERABLE PARTITIONS

AT THE COUNTRYSIDE ELEMENTARY SCHOOL

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4 Pages of Drawings (including cover page) may be obtained online at www.newtonma.gov/bids

Bidders may also pick up the specifications and plans from the Purchasing Department, Room 204 at Newton City Hall. Please call ahead for availability.

END OF SECTION

**CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #12-91**

The City of Newton invites sealed bids from Contractors for

**OPERABLE PARTITIONS
AT THE COUNTRYSIDE ELEMENTARY SCHOOL**

Pre-bid will be held on site at: **10:00 a.m., June 21, 2012 at 191 Dedham St., Newton, MA**

Bids will be received until **10:00 a.m., June 28, 2012**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Work under this contract shall consist of: Furnishing and installing new operable partitions as shown on the plans. Work also includes the installation of new columns on new concrete pads to be installed below the existing slab on grade. Also, furnish and install new steel beams to support the operable partitions. The scope of work includes installation of new GWB partitions to receive the new operable partitions, new doors, frames and hardware and patching the VCT flooring to match the existing. **Work is expected to begin on July 6, 2012 and shall be completed within 60 days but no later than September 4, 2012.**

Contract Documents will be available **online at the City's website: www.newtonma.gov/bids** or for pickup at the Purchasing Department or after: **10:00 a.m., June 14, 2012.** There will be no charge for contract documents.

Award will be made to the bidder with the lowest total contract price, including any accepted alternates, that has been deemed responsible and eligible. **All bids shall be submitted as one ORIGINAL and one COPY.**

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company.

All bids are subject to the provisions of M.G.L. Chapter 149, Section 44 A-J. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total.

Bidders attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are hereby incorporated into the Contract Documents. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

If you download bids from the internet website www.newtonma.gov/bids I strongly suggest you email (purchasing@newtonma.gov) your company's NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER, so that we may add you to the Bidders List and you will be notified of any/all addendums. **Plans must be obtained through the Purchasing Department.**

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON
Maryann LaRosee
Purchasing Department
June 14, 2012

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 – BIDDER’S REPRESENTATION

- 1.1. Each General Bidder (hereinafter called the “Bidder”) by making a bid (hereinafter called “bid”) represents that:
- 1.2. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
- 1.3. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.4. Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received Friday, June 22, 2012 at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder’s list. Bidders must provide the Purchasing Dept. with their company’s name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #12-91**.

ARTICLE 3 – MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor’s Affirmative Action Plan for the City of Newton, dated December 1999 is applicable to all construction contracts in excess of \$10,000.00. A copy of this plan is on file at City of Newton Purchasing Department.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all City contracts for goods and services in excess of \$50,000.00. Copies of these plans are incorporated in the bidding documents.

ARTICLE 4 – PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the “Bid Form” as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer’s or cashier’s check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside: GENERAL BID FOR:

NAME OF PROJECT AND **INVITATION NUMBER**

BIDDER’S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

Date and time for receipt of bids is set forth in the Invitation for Bids.

- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.8 Bids shall be submitted with one **original** and one **copy**.
- 4.9 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.
 - 1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
 - 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation of this requirement and to restrain the performance of these contracts by non-complying contractors.
 - 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.

ARTICLE 5 – ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing “No Change”, or “N/C” or “0” in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 – WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder’s signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

- 6.3 No bids shall be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 – CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term “lowest responsible and eligible Bidder” shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 – TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City’s exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON

FORM FOR GENERAL BID #12-91

OPERABLE PARTITIONS AT THE COUNTRYSIDE ELEMENTARY SCHOOL

TO THE AWARDING AUTHORITY:

A. The undersigned proposes to furnish all labor and materials required to install operable partitions at the Countryside Elementary School in Newton, Massachusetts in accordance with the accompanying plans and specifications prepared by Knight, Bagge & Anderson, Inc. for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda number(s) _____, _____, _____, _____,

C. The proposed contract price is:

DOLLARS (\$ _____)

COMPANY: _____

D. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the low responsible bidder.

Prompt Payment Discount	_____ %	_____ Days
Prompt Payment Discount	_____ %	_____ Days
Prompt Payment Discount	_____ %	_____ Days

E. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Signed Bid Form, 2 pages
- ☐ A five percent (5%) bid deposit.

F. The undersigned agrees that each of the above named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

The undersigned agrees that if s/he is selected as general contractor, s/he will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

- G. The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies that s/he intends to comply with the City of Newton Minority/Women Business Enterprise Plan, dated December 19, 1999 to further expand business opportunities for minority firms.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date : _____

(Name of General Bidder)

BY: _____
(Signature)

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

E-mail address

(Telephone) (FAX)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

CONTRACT FORMS

The forms are provided for informational purposes only.

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

None of the following forms are required at the time of bid submittal.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and Twelve by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the consideration hereinafter set forth agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all labor, materials, and equipment and perform all work required in strict accordance with the Contract Documents for the following project:

Operable Partitions at the Countryside School

ARTICLE 2. TIME OF COMPLETION. The Contractor shall commence work under this Contract on the date specified in the written notice of the City to proceed and shall fully complete all work hereunder within the time (60 calendar days) stated elsewhere in the contract documents

ARTICLE 3. THE CONTRACT PRICE. The City shall pay the Contractor for the full and satisfactory performance of the Contract, in current funds the sum of:

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement
- b. The City's Invitation For Bid #12-91 issued by the Purchasing Department;
- c. The Project Manual for Operable Partitions at the Countryside Elementary School including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) _____ ;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

ARTICLE 5. ALTERNATES. The following Alternates have been accepted and their costs are included in the Contract Price stated in Article 3 of this Agreement:

Alternates: _____

ARTICLE 6. APPLICABLE STATUTES. All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____
Title _____
Date _____

Affix Corporate Seal Here

City funds are available in the following accounts:
19A11511-52407 -
38E11504-5825 -

I further certify that the Mayor, or his designee, is authorized to execute contracts and approve change orders

By _____
Comptroller of Accounts
Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer
Date _____

By _____
Commissioner of Public Buildings
Date _____

Approved as to Legal Form and Character

By _____
Associate City Solicitor
Date _____

CONTRACT AND BONDS APPROVED

By _____
Mayor or his designee
Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersigned's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date _____ of _____, 20____, for the construction of _____
(Project Title)
in Newton, Massachusetts.

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this _____ day of _____, 20____.

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

END OF SECTION

CERTIFICATION REGARDING LOCAL TAXES

The undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor has paid all local taxes, fees, assessments, betterments, or any other municipal charge, unless the Contractor has a pending abatement application or has entered into a payment agreement with the City of Newton collector-treasurer.

*Signature of Individual
or Corporate Contractor (Mandatory)

** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your social security number will be furnished to the City of Newton Treasurer-Collector to determine whether you have paid all local taxes or fees to the City. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

GENERAL CONDITIONS OF THE CONTRACT FOR NON-TECHNICAL SERVICES

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, or contract resulting therefrom.

1.0 SCOPE OF SERVICES

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

2.0 CONTRACT TERM

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

3.0 EXECUTION

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.
- 4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.

- 4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services

6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.

9.0 SUSPENSION OR TERMINATION

- 9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.
- 9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.
- 9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.

9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

10.0 NOTICE

Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.

11.0 PROTECTION OF PROPERTY

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.

12.0 INSURANCE REQUIREMENTS

12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation:	Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.
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COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.

12.3 The Contractor shall not commence the work until proof of compliance with this Section 13.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

13.0 CONFLICT OF INTEREST

No member, agent or employee of the City shall, during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

END OF SECTION

**PUBLIC BUILDING MAINTENANCE CONTRACT
SUPPLEMENTAL CONDITIONS
COMMONWEALTH OF MASSACHUSETTS & CITY OF NEWTON**

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SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS

Article 1. METHOD OF PAYING SUBCONTRACTORS

(General Laws, Chapter 30, Section 39F as most recently amended by Chapter 450, §76 of the Acts of 1996)

(1.) Every contract awarded pursuant to section forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by the subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor, and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of the balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in

Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by a decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account for accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of the such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

Article 2. METHOD OF PAYING GENERAL CONTRACTORS

(General Laws, Chapter 30, Section 39K as most recently amended by Chapter 145 of the Acts of 1991 and Chapter 151 of the Acts of 1993.)

Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph:--Within fifteen days (forty-five days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Article 3. CLAIMS FOR UNFORESEEN CONDITIONS

(General Laws, Chapter 30, Section 39N as most recently amended by Chapter 774 of the Acts of 1972)

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

Article 4. CLAIMS FOR DELAY

(General Laws, Chapter 30, Section 39O as added by Chapter 116 of the Acts of 1973)

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided

further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing, as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act of failure to act involved in the claim.

Article 5. DECISIONS AND APPROVALS BY ENGINEER OR ARCHITECT

(General Laws, Chapter 30, Section 39P, as added by Chapter 1164 of the Acts of 1973)

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

Article 6. PREFERENCE IN EMPLOYMENT, WAGES

(General Laws, Chapter 149 Section 26 as most recently amended by Chapter 665 of the Acts of 1986 and Chapter 552 of the Acts of 1991).

In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are male veterans as defined in clause Forty-third of section seven of chapter four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such county, town or district. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established, provided, further that in towns where no such rate or rates have been so established, the wages paid to mechanics and apprentices, teamster, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriation of more than One Thousand Dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

Article 7. HOURS OF WORK

(General Laws, Chapter 149 Section 34 as most recently amended by Chapter 552 of the Acts of 1991).

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in case of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid, provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or subcontractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner of labor and industries, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

Article 8. WORK BY FOREIGN CORPORATIONS

(General Laws, Chapter 30 Section 39L, as most recently amended by Chapter 3 of the Acts of 1967).

The Commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or subbids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for such work with, and shall not approve as a subcontractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that such corporation has complied with sections three and five of chapter one hundred and eighty-one and the date of such compliance, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the Commonwealth.

END OF SECTION

BUILDING MAINTENANCE SERVICE CONTRACT

SPECIAL CONDITIONS

The following provisions supplement the General Conditions of the Contract for Non-Technical Services. In the event of conflict or discrepancy between the General Conditions and these Special Conditions, the provisions of the Special Conditions shall govern.

1.0 SUMMARY OF WORK

A. The Work under the Contract consists of:

1. Furnishing all labor, materials, tools, equipment and supervision necessary to accomplish the work described herein, in accordance with all specifications and requirements of the Project Manual.
2. All work either shown on the Drawings (if any) or included in the specifications unless specifically indicated as not to be done.

B. In addition, the work under the Contract includes:

1. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
3. Providing and restoring, where appropriate, all temporary facilities.

C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to, the work described.

2.0 PROJECT SITE

A. The areas of work for this contract shall be various buildings within the City of Newton as specified on Work Orders to be issued from time to time during the term of this Contract.

3.0 NOTICE TO PROCEED/FAILURE TO COMMENCE WORK

A. From time to time during the term of this Contract, the Contractor shall be issued notice to proceed in the form of a written Work Order issued by the Public Building Department listing specific work items to be performed in accordance with this Contract. The Contractor shall commence performance of the work within the time specified in the Work Order, and in no event within less than the time limits stated in the Work Specifications contained in the Project Manual.

B. In the event the contractor fails to commence performance within the specified time, and/or notifies the City of its inability to do so, the City shall call upon the second Contractor awarded pursuant to this bid (if any) to perform the required work.

C. In the event the second Contractor awarded pursuant to this bid is unable to commence performance within the required time, or if there is no second Contractor, the City reserves the right to contract for the work on the open market at the then prevailing rate and to deduct from any monies due or that may thereafter become due to the contractor the difference between the price stated for the work in the contract and the actual cost thereof to the City.

D. In the event of Contractor's repeated failure to commence work within the time required by these specifications, the City shall exercise all provisions contained in the General Conditions regarding default, suspension or termination of this contract.

4.0 PAYMENT

A. Once each month, on a date established by the City, the Contractor may submit an Application for Payment (Invoice) for the work performed during the preceeding month. The Contractor may invoice for all Work

Orders completed and accepted during the preceeding month, and for all Work Orders either partially completed or not yet accepted by the City.

- B. Upon receipt of the Application for Payment, the City will, within fifteen days, make payment in full for all Work Orders completed and accepted during the preceeding month. For Work Orders partially completed or not yet accepted, the City will make payment for the value of the Work Order completed during the preceeding month, less a retainage of 5% of the estimated total of the Work Order. The City will make final payment for partially completed Work Orders, including any retained amounts, upon completion and acceptance of the work and receipt of an Application for Payment at the end of the month in which the work is completed and accepted.

5.0 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals and claims must be in writing.
- B. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post.
- C. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Invitation for Bids. Any subsequent change in address of either party shall be communicated to the other in writing.

6.0 PLANS AND SPECIFICATIONS

- A. The City will furnish to the Contractor, without charge, all copies of the specifications reasonably necessary in the performance of the contract work.

7.0 COORDINATION

The Contractor shall:

- A. Supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies during the term of the Contract.
- B. Cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.

8.0 CONDUCT OF THE WORK

- A. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient workforce and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- B. The work shall be conducted between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday. No work shall be done on holidays, Saturdays or Sundays except as specifically requested and authorized by the City.
- C. Under no circumstances will the contractor be paid at a premium or overtime rate for any work performed without the express advance authorization of the City.
- D. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the City.

9.0 ALTERATION

- A. The Contractor shall patch, repair and/or replace all existing materials and surfaces remaining exposed after installation of new work which have been affected by alteration or removal of existing work. All patch and repair work shall match existing.

10.0 GENERAL DIRECTIONS

A. Damage to Persons and Property

Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc., shall be repaired by the Contractor at his own expense. Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.

B. Protection of Persons and Property

The Contractor shall, at all times, leave an unobstructed way along the roadways and walks, and shall maintain barriers and lights for the protection of all persons and property in all locations where he has materials stored or work going on, and during the entire time such work is going on or material is stored.

C. Shutdown of Services

The Contractor's attention is especially called to the fact that continuous operation of building utilities and services is mandatory. During the period of construction of the new work and/or alterations to the existing work, the progress and sequence of installation shall be carefully planned and approved by the City. If any building is to be left without heat, hot water, city water, electricity, gas, sanitary facilities, or any other services, the Contractor shall provide reasonable written notice to the City before proceeding.

D. Care of Work

All work is to be carefully protected so that no injury will come to it from water, frost, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the City. This shall also apply to any abutting or adjoining work on premises. The Contractor shall be responsible for any damage and in the event of such damage, the Contractor shall repair the damage immediately at his own cost and without additional cost to the City.

E. Removal of Debris

Debris of any nature shall be completely removed from the site at the end of each days work and disposed of in accordance with all Federal, State and local regulations.

F. The Contractor is responsible for the security of all work until it is accepted by the City.

11.0 TEMPORARY UTILITIES

- A. Prior to execution of the Work, the Contractor shall confer with a representative of the Public Building Department regarding the use of utilities and facilities at the worksite. No City utilities or facilities are to be used by the Contractor in the performance of this Contract without the prior approval of the City.

12.0 SUBMISSION OF PAYROLLS

- A. The Contractor shall, with each invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.

13.0 DRAWINGS (IF APPLICABLE)

- A. The drawings attached herein and such drawings as may be issued per addendum, shall constitute an integral part of this section and shall serve as the working drawings.
- B. Drawings shall not be scaled. Field verification is directed since actual locations, dimensions and levels are existing.

- C. All items not specifically mentioned in the specifications or noted on the drawings, but which are obviously necessary to make a complete working installation, shall be included.

14.0 MATERIALS

- A. Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words "or approved equal" if not inserted are implied.
- B. An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.
- C. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.
- D. For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes that may be required in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.
- E. The Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitution is more costly, the Contractor shall pay for such costs

15.0 WARRANTY AND INDEMNIFICATION

- A. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the Authority for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Authority from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the Authority for alleged infringement of patents based upon any methods of construction or application of materials furnished under the Contract.
- B. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

END OF SECTION

CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN
DECEMBER 1, 1999
JANUARY 21, 2010 revised

STATEMENT OF POLICY:

Whereas, it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in part by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply with Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified:

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made without reference or regard to race, color, sex, age, handicap, religion or national origin.

Santi D. Warren Mayer

CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN
JANUARY 21, 2010

I. **DEFINITIONS:**

A. **Minority Person**- the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin

B. **Minority Business Enterprise (MBE)** -- the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

C. **Contract Compliance Officer** - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

D. **MCAD** - Massachusetts Commission Against Discrimination.

E. **SOMWBA** -- State Office of Minority/Women Business Assistance.

F. **City** - The City of Newton.

G. **Women Business Enterprise (WBE)** - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman,
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

H. **MWBE** -- Minority or Women Business Enterprise

II. **GOALS:**

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.

These goals comprise the framework for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To insure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

III. SOLICITATION ACTIVITIES:

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute in its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

A. Construction Contracts

All construction contracts with an estimated value over \$50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

B. Contracts for Professional Services

The City of Newton will send notification of its advertised Request for Proposals to appropriate SOMWBA or City certified firms. Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

C. Procurement of Supplies

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

IV. CONSTRUCTION ACTIVITIES:

A. Goals

The City of Newton bid documents and contracts with an estimated value over \$50,000 will contain the City's goal of 10% for MBE and 5% for WBE utilization for subcontracts.

B. Pre-Bid Conference

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over \$50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects; review the City's MWBE Plan; and review Equal Opportunity requirements. The City will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

C. Bid Submission

All bids for City of Newton contracts with an estimated value over \$50,000 shall include a certification of intent to be completed by the bidder stating his/her intent to comply with the City's MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

D. Contract Reservation

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan.

E. Monitoring

Throughout the duration of the contract, the City of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

F. Enforcement

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. This responsibility includes the development, management, dissemination of information, the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other City departments.

THE CITY OF NEWTON, MASSACHUSETTS
SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

- I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of \$50,000 or more.
- II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the City of Newton
- III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) , for himself, his assignees, and successors in interest, agree as follows:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151 B). (See Attachment A)

2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal employment opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects

1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the City.

1. At the discretion of the City, there may be established for the life of this contract a body to be known as the Liaison Committee. The Liaison Committee shall be comprised of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.
2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.
3. The Contractor shall prepare manning tables on a quarterly basis.* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.
4. Records of employment referral orders, prepared by the Contractor, shall be made available to the City and to the Liaison Committee on request.
5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

* If job is less than three months, prepare for length of job.

- VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of Minority Business Assistance or its designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.
- VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged therefrom or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States.
- VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access to the Construction site.
- IX. **Compliance with Requirements**
The Contractor shall comply with the provisions of Chapter 151B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.
- X. **Non-Discrimination**
The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed,

national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.

XI. Solicitations for sub-Contracts and for the Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.

XII. Bidders Certification Requirement

1. The following certification statement will be inserted in the bid document just above the bidder's signature.

"The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit in the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti -Discrimination and Affirmative Action Program.

XIII. Contractor's Certification

A Contractor's certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

XIV. Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

XV. Compliance - Information, Reports and Sanctions

1. The Contractor will provide all information and reports required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which

may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.

2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance, within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

- (a) The recovery by the administering department from the General Contractor of 1/100 of 1% of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply
- (b) The suspension of any payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;
- (c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance with the terms of the City's affirmative action construction contract requirements; OR,
- (d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a
- (e) Period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions (unless the contract has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in

compliance. Upon final determination of the City, the administering department, based upon the recommendation of the City, shall either lift the sanctions or continue them.

4. Sanctions enumerated under Section XV shall not be imposed by the City except after the General Contractor or Subcontractor has had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be set forth fully and completely in writing, and may then be appealed to the City in writing by the Contractor.

XIV. Severability

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court, shall not affect or impair any of the remaining provisions.

FAIR EMPLOYMENT LAW

The Fair Employment law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.

IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire any individual on the basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that she observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning: A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) convicted for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

RETALIATION

It is illegal to retaliate against any person because she has opposed any practices forbidden under this Chapter or because she has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

SEXUAL HARASSMENT

151B:1,18 The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions; (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:
One Ashburton Place
Room 601
Boston, MA 02108
(617) 727-3990

Springfield office:
436 Dwight Street
Suite 315
Springfield, MA 01103
(413) 739-2145

Attachment B

CITY OF NEWTON

Contractors Certification

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

_____. Certifies that:
Contractor's Name

1. it tends to use the following listed construction trades in the work under the contract
_____ and
2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

Attachment C

CITY OF NEWTON

Subcontractors Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

SUBCONTRACTOR'S CERTIFICATION

Contractor's Name Certifies that:

1. it tends to use the following listed construction trades in the work under the contract
_____ and
2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor's certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

2. WAGE RATES

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

END OF SECTION



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rules
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27B

MASSDOT 2012-2013
12-91
NEW BRIDGE ROAD
BOSTON

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Paving and Installing Partition in the Cafeteria at the Countryside School

Job Location: 197, Tyngdon Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT						
MAINTENANCE PERSONNEL TO BOSTON	06/01/2012	\$21.25	\$8.36	\$7.27	0.00	\$36.88
	08/01/2012	\$21.25	\$8.36	\$7.27	0.00	\$36.88
	12/01/2012	\$21.25	\$8.36	\$8.00	0.00	\$37.61
(2 AXLE) DRIVER - EQUIPMENT						
MAINTENANCE PERSONNEL TO BOSTON	06/01/2012	\$21.25	\$8.36	\$7.27	0.00	\$36.88
	08/01/2012	\$21.25	\$8.36	\$7.27	0.00	\$36.88
	12/01/2012	\$21.25	\$8.36	\$8.00	0.00	\$37.61
(4 & 5 AXLE) DRIVER - EQUIPMENT						
MAINTENANCE PERSONNEL TO BOSTON	06/01/2012	\$21.25	\$8.36	\$7.27	0.00	\$36.88
	08/01/2012	\$21.25	\$8.36	\$7.27	0.00	\$36.88
	12/01/2012	\$21.25	\$8.36	\$8.00	0.00	\$37.61
ADDITIONAL PERSONNEL						
MAINTENANCE PERSONNEL TO BOSTON	06/01/2012	\$21.25	\$8.36	\$7.27	0.00	\$36.88
RAIL TRACK OPERATION						
MAINTENANCE PERSONNEL	06/01/2012	\$21.25	\$8.36	\$7.27	0.00	\$36.88
	12/01/2012	\$21.25	\$8.36	\$8.00	0.00	\$37.61
ADDITIONAL PERSONNEL						
MAINTENANCE PERSONNEL TO BOSTON	06/01/2012	\$21.25	\$8.36	\$7.27	0.00	\$36.88
	12/01/2012	\$21.25	\$8.36	\$8.00	0.00	\$37.61
ADDITIONAL PERSONNEL						
MAINTENANCE PERSONNEL TO BOSTON	06/01/2012	\$21.25	\$8.36	\$7.27	0.00	\$36.88
	12/01/2012	\$21.25	\$8.36	\$8.00	0.00	\$37.61

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "local rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-8992. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120507-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

DEADLINE: 06/01/16
By: 4-2
06/01/16 - 06/01/16
06/01/16

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and Install Folding Partition in the Cafeteria at Countryside School

Job Location: 91 Dedham Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Employment	Total Rate
ASPHALT PAVING CLASS 2 - 2007	06/01/2012	\$22.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2013	\$23.55	\$7.10	\$12.45	0.00	\$53.10
	06/01/2015	\$23.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2015	\$24.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$24.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$25.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$26.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$27.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$27.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$28.55	\$7.10	\$12.45	0.00	\$58.10
SPECIALTY WORKER - WORKER PLANT ON SITE (CLASS 2 - 2007)	06/01/2013	\$39.84	\$10.00	\$12.55	0.00	\$62.39
	12/01/2012	\$40.55	\$10.00	\$12.55	0.00	\$63.10
	06/01/2013	\$41.26	\$10.00	\$12.55	0.00	\$63.81
	12/01/2013	\$41.97	\$10.00	\$12.55	0.00	\$64.52
BACKHOPE FRONT END LOADER (CLASS 2 - 2007)	06/01/2012	\$19.84	\$10.00	\$12.65	0.00	\$42.49
	12/01/2012	\$19.46	\$10.00	\$12.65	0.00	\$42.11
	06/01/2013	\$19.24	\$10.00	\$12.65	0.00	\$41.89
	12/01/2013	\$19.02	\$10.00	\$12.65	0.00	\$41.67
BARCO TYPE JUMPING TAMPER CLASS 2 - 2007	06/01/2012	\$22.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2013	\$23.55	\$7.10	\$12.45	0.00	\$53.10
	06/01/2015	\$23.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2015	\$24.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$24.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$25.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$26.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$27.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$27.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$28.55	\$7.10	\$12.45	0.00	\$58.10

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27, in full and the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/01/2012

Wage Request Number: 20120601-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27B

WAGE SCHEDULE
12-91
OPERABLE PARTITION

Applying Authority: City of Boston
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Demish and install a Folding Partition in the Cubicles in the Countryside School

Job Location: 591 Dedham Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAYER, RAMMER / CORD SPINNER	06/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$62.10
	12/01/2012	\$33.05	\$7.10	\$12.45	0.00	\$62.60
	06/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$63.35
	12/01/2013	\$34.55	\$7.10	\$12.45	0.00	\$64.10
	06/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$64.85
	12/01/2014	\$36.05	\$7.10	\$12.45	0.00	\$65.60
	06/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$66.35
	12/01/2015	\$37.55	\$7.10	\$12.45	0.00	\$67.10
	06/01/2016	\$38.30	\$7.10	\$12.45	0.00	\$67.85
	12/01/2016	\$39.05	\$7.10	\$12.45	0.00	\$68.60
BLOCK PAYER	01/01/2010	\$37.75	\$6.92	\$11.18	0.00	\$55.85
RAMMER / CORD SPINNER						

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "local rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6962. Employers not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 150 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/01/2012

Wage Request Number: 20120607-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27A

REASON: 2007-01-01
REASON: 2007-01-01
REASON: 2007-01-01

Awarding Authority: City of Newton
Contract Number: 12-91 City/County: NEWTON
Description of Work: Furnish and install holding partitions in the Cafeteria at Countryside School

Job Location: 191 Dedham Street

Classification: Effective Date: Base Wage: Health: Pension: Supplemental Unemployment: Total Rate:

Apprentice - *WATERPROOFING* - Level 7

Effective Date - 01/01/2012

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	62	\$24.51	\$6.97	11.18	\$0.00	\$42.66
2	65	\$24.51	\$6.97	11.18	\$0.00	\$42.66
3	70	\$25.25	\$6.97	11.18	\$0.00	\$43.40
4	75	\$25.25	\$6.97	11.18	\$0.00	\$43.40
5	80	\$26.16	\$6.97	11.18	\$0.00	\$44.31
6	85	\$26.95	\$6.97	11.18	\$0.00	\$45.10
7	90	\$27.93	\$6.97	11.18	\$0.00	\$46.08
8	95	\$28.82	\$6.97	11.18	\$0.00	\$46.97

Notes:

Apprentice to Journeyworker Ratio is:

PROJECT/WORK/ACTIVITY: MASONRY (MASONRY)	03/01/2012	\$46.55	\$10.18	\$17.25	0.00	\$73.98
WATERPROOFING						
WATERPROOFING						

This wage schedule must be posted by the contractor at the worksite in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6958. Employers not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 05/07/2012

Wage Request Number: 200607-007

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rules

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27E

ISSUING AGENCY
Bureau
OFFICIAL NAME
Title

Awarding Authority: City of Newton
Contract Number: 12-91 City/County: NEWTON
Description of Work: Furnish and install a Telling Machine in the Cafeteria of the Countryside School

Job Location: 91 Dedham Street

Classification Effective Date Base Wage Health Pension Supplemental Employment Total Rate

Apprentice - 28K, 25PL, 25PO, 25PS, 25PT, 166MAN - Local 2 Newton

Effective Date: 10/01/2012

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Employment	Total Rate
1	50	\$21.28	\$10.18	0.25	\$0.00	\$31.71
2	60	\$22.94	\$10.18	0.25	\$0.00	\$33.37
3	70	\$24.59	\$10.18	0.25	\$0.00	\$35.02
4	80	\$27.25	\$10.18	0.25	\$0.00	\$37.68
5	90	\$31.90	\$10.18	0.25	\$0.00	\$42.33

Notes:

Apprentice in Journeyman Ratio 1:5

TRAIL TOOL GRADER/SCAPER CLASSIFICATION 166MAN	06/01/2012	\$39.45	\$16.00	\$12.65	0.00	\$68.10
	12/01/2012	\$40.09	\$16.00	\$12.65	0.00	\$68.74
	06/01/2013	\$40.86	\$16.00	\$12.65	0.00	\$69.51
	12/01/2013	\$41.61	\$16.00	\$12.65	0.00	\$70.26
CAISSON & UNDERPINNING SYSTEM MAN CLASSIFICATION 166MAN	12/01/2011	\$32.80	\$7.10	\$12.60	0.00	\$52.50
CAISSON & UNDERPINNING LABORER CLASSIFICATION 166MAN	12/01/2011	\$11.65	\$5.10	\$12.60	0.00	\$29.35
CAISSON & UNDERPINNING TOOL MAN CLASSIFICATION 166MAN	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L., ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "local rates" listed above, on public works projects is a violation of M.G.L., ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-0952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120537-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27C

ISSUED: 06/07/2012
By: [Signature]
DATE: 06/07/2012

Awarding Authority: City of Boston
Contract Number: 12-91
City/Town: NEWTON
Description of Work: Furnish and Install a Folding Partition in the Cafeteria at the Countryside School

Job Location: 51 Dedham Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Compensation	Total Rate
CARPENTER OR MILL OPERATOR (40000000 - 20000000)	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10
CARPENTER (40000000 - 20000000)	06/01/2012	\$33.00	\$7.80	\$13.60	0.00	\$54.40

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employers not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108. Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120557-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H.

JOSEPH A. GOTTSTEIN
Secretary
STATE OF MASSACHUSETTS

Awarding Authority: City of Newton
Contract Number: 12-91 City/town: NEWTON
Description of Work: Furnish and Install a Folding Partition in the Cafeteria at the Countryside School

Job Location: 19 Dedham Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
Apprentice - CEMENTWORK - Zone 2 Eastern MA							
Effective Date - 05/01/2012							
Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$16.52	\$0.60	1.57	\$0.00	\$18.69	
2	60	\$19.82	\$0.60	1.57	\$0.00	\$21.99	
3	70	\$23.12	\$0.60	10.90	\$0.00	\$34.62	
4	75	\$24.77	\$0.60	10.90	\$0.00	\$36.27	
5	80	\$26.42	\$0.60	12.47	\$0.00	\$39.49	
6	80	\$26.42	\$2.90	12.47	\$0.00	\$41.79	
7	90	\$29.73	\$2.90	14.04	\$0.00	\$46.67	
8	90	\$29.73	\$3.80	14.04	\$0.00	\$47.57	
Notes:							
Apprentice to Journeyworker Ratios:							
CEMENT MASONRY/PLASTERING		02/01/2012	\$45.26	\$9.93	\$16.51	0.00	\$71.70
SEPARATION OR RESIGNATION							

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-624-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 04/06/2012

Wage Request Number: 20120607-057

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

REASON FOR REVIEW
None
PROJECT ORIGIN NUMBER
00000000000000000000

Amending Authority: City of Boston
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and install a Folding Partition in the Cafeteria at the Countryside School

Job Location: 191 Dudley Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Throughputment	Total Rate
CHAIN SAW OPERATOR (MASSACHUSETTS)	06/01/2012	\$79.65	\$7.10	\$12.45	0.00	\$99.20
	12/01/2012	\$82.25	\$7.10	\$12.45	0.00	\$99.80
	06/01/2013	\$85.90	\$7.10	\$12.45	0.00	\$105.45
	12/01/2013	\$88.05	\$7.10	\$12.45	0.00	\$107.60
	06/01/2014	\$94.80	\$7.10	\$12.45	0.00	\$114.35
	12/01/2014	\$95.35	\$7.10	\$12.45	0.00	\$114.90
	06/01/2015	\$96.90	\$7.10	\$12.45	0.00	\$116.45
	12/01/2015	\$97.02	\$7.10	\$12.45	0.00	\$116.57
	06/01/2016	\$97.80	\$7.10	\$12.45	0.00	\$117.35
	12/01/2016	\$98.80	\$7.10	\$12.45	0.00	\$118.35
CHAIN SAW OPERATOR, BUCKING/PAVING MACHINES OPERATING MACHINES LOGS	06/01/2012	\$10.84	\$10.00	\$12.65	0.00	\$33.49
	12/01/2012	\$11.46	\$10.00	\$12.65	0.00	\$34.11
	06/01/2013	\$42.24	\$10.00	\$12.65	0.00	\$64.89
	12/01/2013	\$43.04	\$10.00	\$12.65	0.00	\$65.69
COMPRESSION OPERATOR OPERATING MACHINES LOGS	06/01/2012	\$28.39	\$10.00	\$12.65	0.00	\$51.04
	12/01/2012	\$28.54	\$10.00	\$12.65	0.00	\$51.19
	06/01/2013	\$29.09	\$10.00	\$12.65	0.00	\$51.74
	12/01/2013	\$29.64	\$10.00	\$12.65	0.00	\$52.29
OPERATOR (DRIVER) OPERATING LOGS	01/01/2012	\$44.00	\$7.80	\$15.60	0.00	\$67.40
	07/01/2012	\$45.51	\$7.80	\$15.60	0.00	\$68.91
	01/01/2013	\$48.01	\$7.80	\$15.60	0.00	\$71.41

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-0922. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/01/2012

Wage Request Number: 20120507-057

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

WAGE COLLECTION
FORM
HEATSEAL ROWE
12/91

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Build and install a building addition to the Countryside School

Job Location: 791 Dedham Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - 08/01/2012 to 07/01/2013

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	30	\$22.00	\$7.80	0.00	\$0.00	\$29.80
2	35	\$24.20	\$7.80	0.00	\$0.00	\$32.00
3	40	\$26.40	\$7.80	0.00	\$0.00	\$34.20
4	45	\$28.60	\$7.80	0.00	\$0.00	\$36.40
5	50	\$30.80	\$7.80	0.00	\$0.00	\$38.60
6	55	\$33.00	\$7.80	0.00	\$0.00	\$40.80
7	60	\$35.20	\$7.80	0.00	\$0.00	\$43.00
8	65	\$37.40	\$7.80	0.00	\$0.00	\$45.20

Effective Date - 07/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	30	\$20.20	\$7.40	0.00	\$0.00	\$27.60
2	35	\$21.40	\$7.40	0.00	\$0.00	\$28.80
3	40	\$22.60	\$7.40	0.00	\$0.00	\$30.00
4	45	\$23.80	\$7.40	0.00	\$0.00	\$31.20
5	50	\$25.00	\$7.40	0.00	\$0.00	\$32.40
6	55	\$26.20	\$7.40	0.00	\$0.00	\$33.60
7	60	\$27.40	\$7.40	0.00	\$0.00	\$34.80
8	65	\$28.60	\$7.40	0.00	\$0.00	\$36.00

Notes:

Steps are 75% hrs.

Apprentice Journeymen Ratio 4:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to post "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L., ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at wage.mass.gov/dls or at 617-626-6952. Employers not receiving such rates should report the violation to the Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108. Tel:

Issue Date: 08/07/2012

Wage Request Number: 2026601097

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27B

ADDITIONAL COSTS
CHAPTER 27B
SECTION 27B.1

Issuing Authority: City of Boston
Contract Number: 12-91
Description of Work: Finish and install a Telling Partition in the Cafeteria at the Countryside School
City/Town: NEWTON

Job Location: 151 DOLLARD STREET

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEAN: ALEXANDER CARPENTRY - ZONE 1	12/01/2011	\$31.80	\$3.10	\$12.45	0.00	\$51.35
DEAN: HANCOCK/LOAN/FRANKE/OPERATOR CARPENTRY - ZONE 1	12/01/2011	\$32.80	\$3.10	\$12.45	0.00	\$52.35
DEAN: BURNERS CARPENTRY - ZONE 1	12/01/2011	\$32.22	\$3.10	\$12.45	0.00	\$52.10
DEAN: CONWAY/CLIFFER/SAWYER CARPENTRY - ZONE 1	12/01/2011	\$32.80	\$3.10	\$12.45	0.00	\$52.35
DEAN: JACK/HAMMER/OPERATOR CARPENTRY - ZONE 1	12/01/2011	\$32.55	\$3.10	\$12.45	0.00	\$52.10
DEAN: WACKING/LABORER CARPENTRY - ZONE 1	12/01/2011	\$31.80	\$3.10	\$12.45	0.00	\$51.35
DICTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEER - ZONE 4	06/01/2012	\$59.47	\$10.00	\$12.65	0.00	\$82.12
	12/01/2012	\$63.00	\$10.00	\$12.65	0.00	\$85.65
	06/01/2013	\$63.65	\$10.00	\$12.65	0.00	\$86.30
	12/01/2013	\$67.64	\$10.00	\$12.65	0.00	\$89.29
DRIVER DRIVER - ZONE 16 (ZONE 1)	08/01/2011	\$53.02	\$6.80	\$17.12	0.00	\$76.94
DRIVER/TECHNICIAN DRIVER - ZONE 16 (ZONE 1)	08/01/2011	\$78.30	\$4.00	\$17.12	0.00	\$99.42
DRIVER/TECHNICIAN (TECHNICIAN) DRIVER - ZONE 16 (ZONE 1)	08/01/2011	\$57.45	\$4.80	\$17.12	0.00	\$79.37
DRIVER/TECHNICIAN (TECHNICIAN) DRIVER - ZONE 16 (ZONE 1)	08/01/2011	\$80.45	\$4.80	\$17.12	0.00	\$102.37

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L., ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L., ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employers not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108. Ref:

Issue Date: 06/07/2012

Wage Request Number: 20120601 027

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORK-FORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26B to 27H

FORNELL GOLDEN
Surveyor
LEITCH-KRUMHOLTZ
Architect

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Provide and install a folding partition in the Cafeteria at the Countryside School

Job Location: 191 Dedman Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Pension/Retirement	Total Rate
ELECTRICIAN ELECTRICIAN FOR ALL	09/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$89.24
	06/01/2012	\$41.05	\$13.00	\$13.89	0.00	\$88.94
	01/01/2013	\$42.37	\$13.00	\$13.91	0.00	\$89.28
	04/01/2012	\$41.45	\$13.00	\$13.98	0.00	\$88.43
	05/01/2014	\$45.19	\$13.00	\$13.93	0.00	\$92.12
	09/01/2014	\$45.94	\$13.00	\$13.97	0.00	\$92.91
	05/01/2015	\$46.52	\$13.00	\$13.99	0.00	\$93.51
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$94.54
	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$95.52

This wage schedule must be posted by the contractor at the worksite in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DFL at www.mass.gov/dfls or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/07/2017

Wage Request Number: W070697-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

ISSUED BY: 06/07/2012
BY: 06/07/2012
CLASS: 06/07/2012

Awarding Authority: City of Newton
Contract Number: 12-91
City/Town: NEWTON
Description of Work: Furnish and install floating partitions in the Countryside School

Job Location: 191 Dedham Street

Classification: Effective Date: Base Wage: Health: Pension: Supplemental Employment: Total Rate

Apprentice - ELECTRICIAN - Local 165

Effective Date - 05/01/2012

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Employment	Total Rate
1	40	\$16.05	\$13.00	7.81	\$0.00	\$37.86
2	40	\$16.92	\$13.00	7.81	\$0.00	\$37.73
3	45	\$19.07	\$13.00	10.56	\$0.00	\$42.63
4	45	\$19.07	\$13.00	10.56	\$0.00	\$42.63
5	50	\$21.19	\$13.00	10.50	\$0.00	\$44.78
6	55	\$21.00	\$13.00	10.92	\$0.00	\$44.92
7	60	\$25.12	\$13.00	11.74	\$0.00	\$49.86
8	65	\$27.51	\$13.00	11.59	\$0.00	\$52.10
9	70	\$29.66	\$13.00	11.50	\$0.00	\$54.16
10	75	\$31.78	\$13.00	12.23	\$0.00	\$57.01

Effective Date - 09/01/2012

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Employment	Total Rate
1	40	\$17.22	\$13.00	7.62	\$0.00	\$37.84
2	40	\$17.22	\$13.00	7.62	\$0.00	\$37.84
3	45	\$19.37	\$13.00	10.27	\$0.00	\$42.64
4	45	\$19.37	\$13.00	10.27	\$0.00	\$42.64
5	50	\$21.52	\$13.00	10.00	\$0.00	\$44.52
6	55	\$23.68	\$13.00	10.00	\$0.00	\$46.68
7	60	\$25.83	\$13.00	11.25	\$0.00	\$50.08
8	65	\$27.98	\$13.00	11.59	\$0.00	\$52.57
9	70	\$30.14	\$13.00	11.91	\$0.00	\$55.05
10	75	\$32.30	\$13.00	12.25	\$0.00	\$57.55

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to post "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employers and receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108. Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120607-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27I

PROJECT NUMBER
0000000000
FUNDING AGENCY

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and install a 2nd day Partition in the Cafeteria at the Countryside School

Job Location: 191 Dedham Street

Classification	Effective Date	Hourly Wage	Health	Pension	Supplemental Unemployment	Total Hour
Notes: App Prior 1/1/03: 305554044555655657075580 Apprentice to Journeyworker Ratio 2:1						
EL-104-10K CONSTRUCTION LOCAL 1000 CONSTRUCTION LOCAL 1000	01/01/2012	\$52.45	\$8.78	\$6.96	0.00	\$68.19

Apprentice - EL-104-10K CONSTRUCTION Local 1000

Effective Date - 01/01/2012	Step	Percent	Apprentice Rate	Wage	Health	Pension	Supplemental Unemployment	Total Rate
	1	50	\$29.52	\$8.78	0.00	\$0.00		\$38.30
	2	55	\$38.85	\$8.78	0.00	\$0.00		\$47.63
	3	60	\$48.00	\$8.78	0.00	\$0.00		\$56.78
	4	65	\$56.72	\$8.78	0.00	\$0.00		\$65.50
	5	70	\$65.96	\$8.78	0.00	\$0.00		\$74.74

Notes:
Steps 1-2 are 6 mos, Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio 2:1

EL-104-10K CONSTRUCTION LOCAL 1000	01/01/2012	\$28.38	\$8.78	\$6.96	0.00	\$44.12
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This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DFL at www.mass.gov/dfls or at 617-626-6962. Employers not receiving such must should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108. Tel:

Issue Date: 08/07/2012

Wage Request Number: 20120607-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

REPORT COLLECTOR
City
DANIELA E. MURPHY
Title

Awarding Authority: City of Newton
Contract Number: 12-91
Description of Work: Fabric and Install a Folding Partition in the Cafeteria at the Countryside School
City/Town: NEWTON

Job Location: 991 Dedham Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FENCE & GROUND RATE ERECTOR (FENCE & GROUND)	06/01/2012	\$32.95	\$2.40	\$12.15	0.00	\$57.50
	07/01/2012	\$32.55	\$2.10	\$12.45	0.00	\$57.10
	06/01/2013	\$33.50	\$2.10	\$12.45	0.00	\$58.05
	07/01/2013	\$34.05	\$2.10	\$12.45	0.00	\$58.60
	06/01/2014	\$34.80	\$2.10	\$12.45	0.00	\$59.35
	07/01/2014	\$35.35	\$2.10	\$12.45	0.00	\$59.90
	06/01/2015	\$36.30	\$2.10	\$12.15	0.00	\$59.55
	07/01/2015	\$37.35	\$2.10	\$12.45	0.00	\$60.90
	06/01/2016	\$37.80	\$2.10	\$12.45	0.00	\$62.35
	07/01/2016	\$38.80	\$2.10	\$12.45	0.00	\$63.35
FIELD ENGINEER/IRON-BUILDING SITE, IRON/STEEL (IRON-BUILDING SITE)	05/01/2012	\$25.50	\$10.00	\$12.40	0.00	\$47.90
	05/01/2013	\$26.51	\$10.00	\$12.40	0.00	\$48.91
	05/01/2014	\$27.52	\$10.00	\$12.40	0.00	\$49.92
	05/01/2015	\$28.53	\$10.00	\$12.40	0.00	\$50.93
	05/01/2016	\$29.54	\$10.00	\$12.40	0.00	\$51.94
FIELD ENGINEER/IRON-BUILDING SITE, IRON/STEEL (IRON-BUILDING SITE)	05/01/2012	\$29.20	\$10.00	\$12.40	0.00	\$51.60
	05/01/2013	\$29.91	\$10.00	\$12.40	0.00	\$52.31
	05/01/2014	\$30.62	\$10.00	\$12.40	0.00	\$53.02
	05/01/2015	\$31.33	\$10.00	\$12.40	0.00	\$53.73
	05/01/2016	\$32.04	\$10.00	\$12.40	0.00	\$54.44
FIELD ENGINEER/PERSON-ON-EXCAVATION/IRON/STEEL (PERSON-ON-EXCAVATION)	05/01/2012	\$21.07	\$10.00	\$12.10	0.00	\$43.17
	05/01/2013	\$21.77	\$10.00	\$12.40	0.00	\$44.17
	05/01/2014	\$22.47	\$10.00	\$12.40	0.00	\$44.87
	05/01/2015	\$23.17	\$10.00	\$12.40	0.00	\$45.57
	05/01/2016	\$23.87	\$10.00	\$12.40	0.00	\$46.27

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to post "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at newmass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the Public Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02116; Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120607-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27F

ISSUED: 06/05/12
BY: DLS
REVISION: 06/05/12

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and Install a Potting Partition in the Cafeteria at the Countryside School

Job Location: 91 Dedmore Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE COMMISSIONING \$12.00	03/01/2012	\$49.87	\$13.00	\$13.87	0.00	\$66.74
	09/01/2012	\$12.63	\$13.00	\$13.89	0.00	\$39.54
	03/01/2013	\$41.77	\$13.30	\$13.91	0.00	\$70.68
	09/01/2013	\$24.45	\$13.00	\$13.93	0.00	\$51.38
	03/01/2014	\$45.17	\$13.00	\$13.93	0.00	\$72.10
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.31	\$13.00	\$14.04	0.00	\$74.35
	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52
FIRE ALARM REPAIR / MAINTENANCE COMMISSIONING \$12.00	03/01/2012	\$33.38	\$13.00	\$12.23	0.00	\$58.61
	09/01/2012	\$32.35	\$13.00	\$12.25	0.00	\$57.60
	03/01/2013	\$33.81	\$13.00	\$12.26	0.00	\$59.07
	09/01/2013	\$33.34	\$13.00	\$12.28	0.00	\$58.62
	03/01/2014	\$33.88	\$13.00	\$12.30	0.00	\$59.18
	09/01/2014	\$34.38	\$13.00	\$12.31	0.00	\$59.69
	03/01/2015	\$34.91	\$13.00	\$12.32	0.00	\$60.23
	09/01/2015	\$35.63	\$13.00	\$12.35	0.00	\$60.98
	03/01/2016	\$36.35	\$13.00	\$12.37	0.00	\$61.72
FIREMAN (ASST. ENGINEER) OR MAINTENANCE ENGINEER	06/01/2012	\$33.43	\$10.00	\$12.60	0.00	\$56.03
	12/01/2012	\$33.98	\$10.00	\$12.65	0.00	\$56.63
	06/01/2013	\$34.57	\$10.00	\$12.68	0.00	\$57.25
	12/01/2013	\$35.29	\$10.00	\$12.65	0.00	\$57.94

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "legal rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rules or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6052. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108. Tel:

Issue Date: 06/05/2012

Wage Request Number: 20120607-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27D

PROJECT NUMBER
12-91
HEATHFIELD 3098
12-91

Awarding Authority: City of Newton
Contract Number: 12-91 City/County: NEWTON
Description of Work: Assembly and Installation of Folding Partitions in the Cafeteria at the Countryside School

Job Location: 791 Dedham Street

Classification	Effective Date	Hourly Wage	Monthly	Period	Supplemental Unemployment	Total Rate
PLASTER & SIGNALER 645-01-00-0000.1	06/01/2012	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2012	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	06/01/2013	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2013	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	06/01/2014	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2014	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	06/01/2015	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2015	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	06/01/2016	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2016	\$20.50	\$7.10	\$12.45	0.00	\$40.05
V. UNCOVERED 645-01-00-0000.1	05/01/2012	\$19.20	\$6.80	\$16.01	0.00	\$42.01

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "minimum rates" for public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the Public Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02148; Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120607-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27J

APPROVED BY THE
DIRECTOR
DATE: 01/01/2013

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and install existing Partition in the Classroom at the Countryside School

Job Location: 101 Dedham Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentices - FLOORCOVERER - Level 2/3/4/5/6/7

Effective Date - 03/01/2013

Step	Percentage	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.00	\$9.80	1.79	\$0.00	\$30.19
2	55	\$20.16	\$9.80	1.79	\$0.00	\$32.05
3	60	\$22.32	\$9.80	11.21	\$0.00	\$43.33
4	65	\$24.48	\$9.80	11.21	\$0.00	\$45.79
5	70	\$26.64	\$9.80	13.05	\$0.00	\$49.49
6	75	\$28.80	\$9.80	13.05	\$0.00	\$51.65
7	80	\$30.96	\$9.80	14.82	\$0.00	\$55.58
8	85	\$33.12	\$9.80	14.82	\$0.00	\$57.74

Notes:

Steps 1-7: 750 hrs

Apprentice to Journeyworker Ratio: 1:1

POKE LIFE/CHERRY PICKER
OPERATING CRANES/BOOMS

06/01/2012	\$29.34	\$10.00	\$12.65	0.00	\$52.00
12/01/2012	\$30.46	\$10.00	\$12.65	0.00	\$53.11
06/01/2013	\$31.24	\$10.00	\$12.65	0.00	\$53.89
12/01/2013	\$32.36	\$10.00	\$12.65	0.00	\$55.01

GEOPRAT/JOINTS/PLANT-PLANTERS
OPERATING CRANES/BOOMS

06/01/2012	\$28.09	\$10.00	\$12.65	0.00	\$50.74
12/01/2012	\$28.54	\$10.00	\$12.65	0.00	\$51.19
06/01/2013	\$29.09	\$10.00	\$12.65	0.00	\$51.74
12/01/2013	\$29.64	\$10.00	\$12.65	0.00	\$52.29

GLAZIER (OF ASS PLANKS/BAZIN-SUPERIOR
SYSTEMS)
OPERATING CRANES/BOOMS

06/01/2012	\$32.31	\$7.80	\$14.60	0.00	\$54.71
06/01/2012	\$34.51	\$7.80	\$14.60	0.00	\$56.91
01/01/2013	\$35.53	\$7.80	\$14.60	0.00	\$57.93

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications listed on the wage schedule have an alternative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108. Tel:

Issue Date: 05/07/2012

Wage Request Number: 20120507-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

APPROVAL CERTIFICATE
DATE: 07/07/2012
THAT: TRAVIS L. JAMES

Awarding Authority: City of Newton
Contract Number: 12-91
City/Town: NEWTON
Description of Work: Furnish and install's building Partition in the City's in the Countryside School.

Job Location: 191 Bechem Street.

Classification: Effective Date: Base Wage: Health: Pension: Supplemental Unemployment: Total Rate:

Apprentice - 01/26/2012 - Local 55 Jour 2

Effective Date - 01/01/2012

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.45	\$7.80	0.00	\$0.00	\$24.25
2	55	\$18.72	\$7.80	3.25	\$0.00	\$29.77
3	60	\$20.11	\$7.80	3.54	\$0.00	\$31.45
4	65	\$21.78	\$7.80	3.61	\$0.00	\$33.19
5	70	\$23.46	\$7.80	12.84	\$0.00	\$44.10
6	75	\$25.13	\$7.80	12.13	\$0.00	\$45.06
7	80	\$26.81	\$7.80	13.42	\$0.00	\$48.03
8	85	\$28.48	\$7.80	14.01	\$0.00	\$50.29

Effective Date - 07/07/2012

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	3.25	\$0.00	\$29.03
3	60	\$20.71	\$7.80	3.54	\$0.00	\$32.05
4	65	\$22.43	\$7.80	3.84	\$0.00	\$34.07
5	70	\$24.16	\$7.80	12.83	\$0.00	\$44.79
6	75	\$25.88	\$7.80	12.13	\$0.00	\$45.81
7	80	\$27.61	\$7.80	13.42	\$0.00	\$48.83
8	85	\$29.34	\$7.80	14.01	\$0.00	\$51.15

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to post "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L., ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02142; Tel:

Form Date: 06/07/2012

Wage Request Number: 20120607-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

THOMAS GOLDEN
Contractor
THOMAS GOLDEN
Contractor

Applying Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and install a Folding Partition in the Cafeteria at the Countryside School

Job Location: 191 Dedman Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Welding Engineer/Cranes/GRADUATE OPERATOR, MAINTENANCE LOGIC	08/01/2012	\$39.84	\$0.00	\$79.63	0.00	\$62.46
	12/01/2012	\$40.46	\$10.00	\$12.63	0.00	\$63.11
	08/01/2013	\$41.74	\$0.00	\$12.63	0.00	\$62.20
	12/01/2013	\$42.52	\$10.00	\$12.63	0.00	\$65.17

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to enquire with DLS at www.mass.gov/dls or at 617-626-6952. Employers not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 05/07/2017

Wage Request Number: 20-20607-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

ADDITIONAL COMMENTS:
FRANKLIN, MA

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and install a folding Partition in the Cafeteria in the Countryside School

Job Location: 191 Beacon Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *NONSTANDARD EMP - Local 4*

Effective Date - 06/01/2012

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	25	\$21.91	\$10.00	0.00	\$0.00	\$31.91
2	50	\$23.90	\$10.00	12.52	\$0.00	\$46.42
3	55	\$25.90	\$10.00	12.52	\$0.00	\$48.42
4	70	\$27.89	\$10.00	12.65	\$0.00	\$50.54
5	75	\$29.88	\$10.00	12.65	\$0.00	\$52.53
6	80	\$31.87	\$10.00	12.65	\$0.00	\$54.52
7	85	\$33.86	\$10.00	12.65	\$0.00	\$56.51
8	90	\$35.86	\$10.00	12.65	\$0.00	\$58.51

Effective Date - 07/01/2012

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.25	\$10.00	0.00	\$0.00	\$32.25
2	60	\$24.28	\$10.00	12.65	\$0.00	\$46.93
3	65	\$26.30	\$10.00	12.65	\$0.00	\$48.95
4	70	\$28.32	\$10.00	12.65	\$0.00	\$51.07
5	75	\$30.35	\$10.00	12.65	\$0.00	\$53.00
6	80	\$32.37	\$10.00	12.65	\$0.00	\$55.02
7	85	\$34.39	\$10.00	12.65	\$0.00	\$57.04
8	90	\$36.41	\$10.00	12.65	\$0.00	\$59.06

Notes:

Apprentice to Journeyworker Ratio: 1:6

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L., ch. 149, sec. 27. Failure of the employer to post "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L., ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the Tule Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108. Tel:

Issue Date: 06/01/2012

Wage Request Number: 20120607-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27U

MASSACHUSETTS
DEPARTMENT OF
LABOR STANDARDS

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and Install a Folding Partition in the Cafeteria at the Countryside School

Job Location: 91 Dedham Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (DUCTWORK) <i>ANALYST/ELC. TECHNICIAN 12-1</i>	02/01/2013	\$40.79	\$9.82	\$17.34	2.04	\$69.99
	08/01/2012	\$42.01	\$9.87	\$17.34	2.08	\$71.28
	02/01/2013	\$43.29	\$9.82	\$17.31	2.11	\$72.53
HVAC ELECTRICIAN (NON-ROHS) <i>ELECTRICIAN 12-1</i>	03/01/2012	\$42.57	\$13.00	\$13.87	0.00	\$69.44
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	02/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	02/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.99	0.00	\$72.83
	02/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.31	\$13.00	\$14.03	0.00	\$74.34
	02/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52
HVAC (TESTING AND BALANCING - AIR) <i>ANALYST/ELC. TECHNICIAN 12-1</i>	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
	08/01/2012	\$42.04	\$9.87	\$17.34	2.08	\$71.33
	02/01/2013	\$43.29	\$9.82	\$17.34	2.11	\$72.56
HVAC (TESTING AND BALANCING - WATER) <i>ANALYST/ELC. TECHNICIAN 12-1</i>	02/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	02/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48
HVAC MECHANIC <i>MECHANICAL 12-1</i>	08/01/2012	\$45.31	\$8.75	\$14.39	0.00	\$68.45
	09/01/2013	\$46.56	\$8.75	\$14.39	0.00	\$69.70
	02/01/2014	\$47.81	\$8.75	\$14.39	0.00	\$71.00

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to post "prevailing wage rules," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-8933. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 05/07/2012

Wage Request Number: 20120607-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27F

MONTHLY BENEFIT
\$600
HEALTHCARE BENEFIT
\$100

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and install a Folding Partitions in the Cafeteria in the Countryside School

Job Location: 191 Dedham Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS (400-01.00-2202)	06/01/2012	\$32.45	\$7.10	\$12.45	0.00	\$52.10
	07/01/2012	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	08/01/2012	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	10/01/2013	\$34.33	\$7.10	\$12.45	0.00	\$53.88
	08/01/2014	\$35.40	\$7.10	\$12.45	0.00	\$54.95
	12/01/2014	\$35.05	\$7.10	\$12.45	0.00	\$54.60
	06/01/2015	\$36.90	\$7.10	\$12.15	0.00	\$56.15
	12/01/2015	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	0.00	\$57.85
	07/01/2016	\$39.20	\$7.10	\$12.45	0.00	\$58.75
INSULATOR (PIPES & TANKS) (400-01.00-2202)	08/01/2011	\$10.66	\$10.40	\$11.20	0.00	\$32.26
	08/01/2012	\$11.06	\$10.40	\$11.20	0.00	\$32.66
	08/01/2013	\$13.66	\$10.40	\$11.20	0.00	\$35.26
	08/01/2014	\$15.46	\$10.40	\$11.20	0.00	\$37.06

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6052. Employers not receiving such notice should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120607-437

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27E

WAGE SETTING
SECTION
HEATHIER ROWE
Director

Awarding Authority: City of Boston
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and install a floating partition in the Cafeteria of the Countryside School

Job Location: 191 Dedham Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ASBESTOS REMOVAL (Pipes & Tanks) - Local 6 Union

Effective Date - 08/01/2011

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.33	\$10.70	8.30	\$0.00	\$39.33
2	60	\$24.40	\$10.40	8.88	\$0.00	\$43.68
3	70	\$28.46	\$10.40	9.45	\$0.00	\$48.31
4	80	\$32.53	\$10.40	10.00	\$0.00	\$52.93

Effective Date - 09/01/2012

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.09	\$10.70	8.30	\$0.00	\$39.79
2	60	\$25.14	\$10.70	8.88	\$0.00	\$44.72
3	70	\$29.14	\$10.70	9.40	\$0.00	\$49.30
4	80	\$33.65	\$10.40	10.34	\$0.00	\$54.39

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio: 1:1

REGISTRATION FEE: DLR	01/01/2012	\$37.99	\$7.70	\$18.35	0.00	\$64.04
REGISTRATION FEE: DLR	06/01/2012	\$38.99	\$7.70	\$18.35	0.00	\$65.04
	03/01/2013	\$40.24	\$7.70	\$18.35	0.00	\$66.29

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employers not resolving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02109; Tel:

Issue Date: 06/06/2012

Wage Request Number: 20120507-057

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27E

ALUMNA - WORTHINGTON
SCHOOL
THAYER D. ROWE

Awarding Authority: City of Boston
Contract Number: 12-91 City/County: BOSTON
Description of Work: Install and install a Folding Partition at the Classroom in the Countryside School

Job Location: 191 Dedham Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BROWN, GRACE - Local 7 Boston

Effective Date - 01/02/2012

Step	Rate	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.70	\$7.70	\$8.35	\$0.00	\$48.81
2	70	\$26.59	\$7.70	\$8.35	\$0.00	\$52.61
3	75	\$28.49	\$7.70	\$8.35	\$0.00	\$54.51
4	80	\$30.38	\$7.70	\$8.35	\$0.00	\$56.41
5	85	\$32.29	\$7.70	\$8.35	\$0.00	\$58.31
6	90	\$34.19	\$7.70	\$8.35	\$0.00	\$60.21

Effective Date - 09/15/2012

Step	Rate	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.90	\$7.70	\$8.35	\$0.00	\$49.91
2	70	\$27.29	\$7.70	\$8.35	\$0.00	\$53.31
3	75	\$29.24	\$7.70	\$8.35	\$0.00	\$55.29
4	80	\$31.19	\$7.70	\$8.35	\$0.00	\$57.21
5	85	\$33.14	\$7.70	\$8.35	\$0.00	\$59.19
6	90	\$35.09	\$7.70	\$8.35	\$0.00	\$61.11

Notes:

1. Structural 16; Occupational 14

Applicable to Journeyworker Rate: 60

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. c. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "true rates" listed above, on public works projects is a violation of M.G.L. c. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6992. Employees not receiving such notice should report the violation to the Labor Division of the Office of the Attorney General, 200 Cambridge Street, Boston, MA 02114; Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120507-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27E

JENNIFER JOY TATIN
Director
HEATHER B. HOWE
Deputy

Awarding Authority: City of Boston
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and install a Folding Partition in the Cafeteria at Countryside School

Job Location: 101 Dedham Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
JACKHAMMER & PAVING OPERATOR CLASSIFICATION CODE: 1	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	07/01/2012	\$32.50	\$7.10	\$12.45	0.00	\$52.05
	08/01/2012	\$33.00	\$7.10	\$12.45	0.00	\$52.55
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	08/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.32	\$7.10	\$12.45	0.00	\$54.87
	06/01/2015	\$35.50	\$7.10	\$12.45	0.00	\$55.05
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
LABORER CLASSIFICATION CODE: 2	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
	07/01/2012	\$32.00	\$7.10	\$12.45	0.00	\$51.55
	08/01/2013	\$32.00	\$7.10	\$12.45	0.00	\$51.55
	12/01/2013	\$32.50	\$7.10	\$12.45	0.00	\$52.05
	06/01/2014	\$34.52	\$7.10	\$12.45	0.00	\$54.07
	12/01/2014	\$35.50	\$7.10	\$12.45	0.00	\$55.05
	06/01/2015	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	12/01/2016	\$38.35	\$7.10	\$12.45	0.00	\$57.90

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-8832. Employees not receiving such rates should report the violation to the Joint Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02148; Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120607-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26A-27B

OSHA 3470-108-01-0
Rev. 8-12
DPA, WPA - 0007
Dated:

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and Install Hanging Partition in the Cafeteria at Countryside School

Job Location: 91 Dedham Street

Classification: Effect Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - 6400/852 - Zone J

Effective Date - 06/01/2011

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.08	\$7.10	12.45	\$0.00	\$38.63
2	70	\$22.26	\$7.10	12.45	\$0.00	\$41.81
3	80	\$25.44	\$7.10	12.45	\$0.00	\$45.00
4	90	\$28.62	\$7.10	12.45	\$0.00	\$48.17

Effective Date - 12/01/2012

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.58	\$7.10	12.45	\$0.00	\$39.13
2	70	\$22.61	\$7.10	12.45	\$0.00	\$42.16
3	80	\$25.84	\$7.10	12.45	\$0.00	\$45.39
4	90	\$29.07	\$7.10	12.45	\$0.00	\$48.62

Notes:

Apprentice to Journeyworker Rateline

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 150 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/07/2012

Wage Request Number: 26120507-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27C

ISSUED BY: JACQUELINE
SOUTHERN
HEATHER E. ROWE
Project

Amending Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and install a Folding Partition in the Cafeteria at the Countryside School

Job Location: 191 Dedham Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER (400-00-20002)	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2013	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2015	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2015	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2016	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2016	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2017	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2017	\$37.05	\$7.10	\$12.45	0.00	\$56.60
LABORER: MASON TENDER (400-00-20002)	06/01/2018	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2018	\$38.55	\$7.10	\$12.45	0.00	\$58.10
LABORER: MASON TENDER (400-00-20002)	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
	12/01/2012	\$32.30	\$7.10	\$12.45	0.00	\$51.85
	06/01/2015	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	12/01/2015	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	06/01/2016	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	12/01/2016	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	06/01/2017	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2017	\$36.80	\$7.10	\$12.45	0.00	\$56.35
LABORER: MASON TENDER (400-00-20002)	06/01/2018	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	12/01/2018	\$38.30	\$7.10	\$12.45	0.00	\$57.85

This wage schedule must be paid by the contractor at the work site in accordance with M.G.L., c. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L., c. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6262. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02118. Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120607-017

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

FRANKLIN M. GUSTIN
Secretary
MATTHEW KOWAL
Inspector

Awarding Authority: City of Newton
Contract Number: 12-91 City/County: NEWTON
Description of Work: Furnish and install a Toggling Partition at the Countryside School

Job Location: 291 Dedham Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: TIE-BEAM REMOVER LABORERS - TIE-BEAM	06/01/2012	\$31.50	\$7.10	\$12.45	0.00	\$51.05
	07/01/2012	\$32.50	\$7.10	\$12.45	0.00	\$52.05
	08/01/2012	\$33.50	\$7.10	\$12.45	0.00	\$53.05
	12/01/2012	\$35.00	\$7.10	\$12.45	0.00	\$54.55
	06/01/2014	\$34.50	\$7.10	\$12.45	0.00	\$54.05
	12/01/2014	\$35.50	\$7.10	\$12.45	0.00	\$55.05
	06/01/2015	\$36.00	\$7.10	\$12.45	0.00	\$55.55
	12/01/2015	\$37.50	\$7.10	\$12.45	0.00	\$57.05
LABORER: TIE-BEAM OPERATOR LABORERS - TIE-BEAM	06/01/2012	\$32.50	\$7.10	\$12.45	0.00	\$52.05
	07/01/2012	\$33.50	\$7.10	\$12.45	0.00	\$53.05
	08/01/2012	\$34.50	\$7.10	\$12.45	0.00	\$54.05
	12/01/2012	\$36.00	\$7.10	\$12.45	0.00	\$55.55
	06/01/2014	\$35.50	\$7.10	\$12.45	0.00	\$55.05
	12/01/2014	\$36.50	\$7.10	\$12.45	0.00	\$56.05
	06/01/2015	\$37.00	\$7.10	\$12.45	0.00	\$56.55
	12/01/2015	\$38.50	\$7.10	\$12.45	0.00	\$58.05
MAINTENANCE TIE-BEAM OPERATOR MAINTENANCE TIE-BEAM OPERATOR	06/01/2012	\$35.50	\$10.10	\$15.00	0.00	\$60.60
	06/01/2012	\$35.50	\$10.10	\$15.00	0.00	\$60.60

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employers not resolving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/07/2017

Wage Request Number: 20126607-027

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

MASSDOT 0000000000
0000000000
0000000000

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and Install a Folding Partition in the Cafeteria at the Countryside School

Job Location: 191 Dedden Street

Classification: Minimum Date: Base Wage: Health: Pension: Supplemental: Total Rate:

Apprentice - MARBLE & TERRAZZO WORKER - Local 3 Marble & Tile

Effective Date: 03/01/2013

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.45	\$10.18	16.94	\$0.00	\$44.57
2	60	\$21.31	\$10.18	16.94	\$0.00	\$48.43
3	70	\$24.85	\$10.18	16.94	\$0.00	\$51.97
4	80	\$28.75	\$10.18	16.94	\$0.00	\$55.87
5	90	\$31.97	\$10.18	16.94	\$0.00	\$59.09

Notes:

Steps are 800 hours

Apprentice to Journeyworker Ratio: 1:3

MARBLE MARSHALL TERRAZZO WORKER	03/01/2013	\$46.50	\$10.18	\$17.25	0.00	\$84.03
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This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have a affirmative obligation to inquire with DIS at www.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the State Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 05/07/2013

Wage Request Number: 20120607-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27J

ADDITIONAL INFORMATION
GOVERNMENT CONTRACT
NUMBER

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Project and related Planning Duration in Job Title at the Countryside School

Job Location: 191 Highland Street

Classification Effective Date Base Wage Health Pension Supplemental Total Rate
Lumpsumment

Apprentice - MECHANICAL-PLUMBING-PIPEFITTERS-IRONWORKERS
Effective Date - 08/01/2012

Step	Percent	Apprentice Hourly Wage	Health	Pension	Supplemental Disemployment	Total Rate
1	50	\$21.30	\$10.15	15.25	\$0.00	\$46.70
2	60	\$25.00	\$10.15	15.25	\$0.00	\$50.40
3	70	\$28.60	\$10.15	15.25	\$0.00	\$54.00
4	80	\$32.20	\$10.15	15.25	\$0.00	\$57.60
5	90	\$35.80	\$10.15	15.25	\$0.00	\$61.20

Notes:

Apprentice to Journeyworker Ratio 1:3

MECHANICAL SWEEPER OPERATION (JOB CLASSIFICATION)	08/01/2012	\$29.40	\$10.00	\$12.65	0.00	\$52.05
MECHANICAL SWEEPER OPERATION (JOB CLASSIFICATION)	12/01/2012	\$30.00	\$10.00	\$12.65	0.00	\$52.65
MECHANICAL SWEEPER OPERATION (JOB CLASSIFICATION)	08/01/2013	\$30.60	\$10.00	\$12.65	0.00	\$53.25
MECHANICAL SWEEPER OPERATION (JOB CLASSIFICATION)	12/01/2013	\$31.20	\$10.00	\$12.65	0.00	\$53.85
MECHANICAL SWEEPER OPERATION (JOB CLASSIFICATION)	08/01/2014	\$31.80	\$10.00	\$12.65	0.00	\$54.45
MECHANICAL SWEEPER OPERATION (JOB CLASSIFICATION)	12/01/2014	\$32.40	\$10.00	\$12.65	0.00	\$55.05
MECHANICAL SWEEPER OPERATION (JOB CLASSIFICATION)	08/01/2015	\$33.00	\$10.00	\$12.65	0.00	\$55.65
MECHANICAL SWEEPER OPERATION (JOB CLASSIFICATION)	12/01/2015	\$33.60	\$10.00	\$12.65	0.00	\$56.25

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6962. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108. Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120607-057

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Bureau under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOSEPH E. GIBERTIN
DIRECTOR
HEALTH, SAFETY
DIVISION

Awarding Authority: City of Newton
Contract Number: 12-91
Description of Work: Furnish and install a folding Partition in the Cafeteria at the Countryside School
City/Town: NEWTON

Job Location: 192 Dighton Street

Classification	Effective Date	Base Wage	Habitat	Peaslee	Supplemental Unemployment	Total Rate
ELDER (OTHER THAN TRUCK CRANES/GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2012	\$21.31	\$10.00	\$12.65	0.00	\$43.96
	12/01/2012	\$21.65	\$10.00	\$12.65	0.00	\$44.30
	06/01/2013	\$22.07	\$10.00	\$12.65	0.00	\$44.72
	12/01/2013	\$23.49	\$10.00	\$12.65	0.00	\$46.14
CRANE (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2012	\$21.65	\$10.00	\$12.65	0.00	\$44.30
	12/01/2012	\$24.99	\$10.00	\$12.65	0.00	\$47.64
	06/01/2013	\$25.17	\$10.00	\$12.65	0.00	\$47.82
	12/01/2013	\$25.85	\$10.00	\$12.65	0.00	\$48.50
OTHER POWER EQUIPMENT - CLASS 4 OPERATING ENGINEERS LOCAL 4	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 15 - TOWN	01/01/2012	\$41.01	\$7.80	\$14.60	0.00	\$63.41
	07/01/2012	\$44.51	\$7.80	\$15.10	0.00	\$67.41
	01/01/2013	\$45.01	\$7.80	\$15.40	0.00	\$68.21

This wage schedule must be posted by the contractor at the work site in accordance with M.C.L.A. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.C.L.A. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-426-6952. Employers not receiving such rates should report the violation to the Wage Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120007487

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27D

PROJECT NUMBER
0600000000
PROJECT NAME
NEWBORN

Awarding Authority: City of Newborn
Contract Number: 12-91 City/Town: NEWBORN
Description of Work: Turkish and metal - a Pottery Partition in the City Site at the Countryside School

Job Location: 19, Durham Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentices - PAINTER Local 30 - JOURNEYMEN

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	30	\$22.01	\$7.80	0.00	\$0.00	\$29.81
2	35	\$24.21	\$7.80	3.25	\$0.00	\$35.26
3	40	\$26.41	\$7.80	3.54	\$0.00	\$37.75
4	45	\$28.61	\$7.80	3.84	\$0.00	\$40.25
5	50	\$30.81	\$7.80	4.13	\$0.00	\$42.74
6	55	\$33.01	\$7.80	4.43	\$0.00	\$45.24
7	60	\$35.21	\$7.80	4.72	\$0.00	\$47.73
8	65	\$37.41	\$7.80	5.02	\$0.00	\$50.23

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	30	\$22.26	\$7.80	0.00	\$0.00	\$30.06
2	35	\$24.46	\$7.80	3.58	\$0.00	\$35.84
3	40	\$26.66	\$7.80	3.69	\$0.00	\$38.15
4	45	\$28.86	\$7.80	4.00	\$0.00	\$40.66
5	50	\$31.06	\$7.80	4.31	\$0.00	\$43.17
6	55	\$33.26	\$7.80	4.62	\$0.00	\$45.68
7	60	\$35.46	\$7.80	4.93	\$0.00	\$48.19
8	65	\$37.66	\$7.80	5.24	\$0.00	\$50.70

Notes:

Steps are 75¢ increments

Apprentice to Journeyman Ratio: 1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on this wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/05/2012

Wage Request Number: 20120007-057

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27D

JOSEPH E. SULLIVAN
Director
HEATHER M. BOWEN
Deputy

Awarding Authority: City of Boston
Contract Number: 12-91
City/Town: NEWTON
Description of Work: Finish and install a Folding Partition in the Countryside Elementary School

Job Location: 191 Dedham Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2012	\$31.91	\$3.80	\$11.60	0.00	\$57.31
* FINISH of new or surfaces to be painted are new construction.	07/01/2012	\$35.41	\$3.80	\$15.10	0.00	\$59.31
NEW paint rate shall be used for new construction - 2008	01/01/2013	\$38.91	\$3.80	\$15.60	0.00	\$68.31

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L., ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above on public works projects is a violation of M.G.L., ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included in the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02114; Tel:

Issue Date: 05/07/2012

Wage Request Number: 20120607437

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

THOMAS F. GOLDSTEIN
Director
JAMES P. BROWN
Deputy Director

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: furnish and install a Soling Partition in the Classroom at the Countryside School

Job Location: 191 Boston Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *Plumber Local 32 Zone 2 Sprague/Smith - four*

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.16	\$7.95	0.00	\$0.00	\$25.11
2	55	\$19.35	\$7.95	1.25	\$0.00	\$28.55
3	60	\$20.35	\$7.95	1.54	\$0.00	\$30.84
4	65	\$22.50	\$7.95	1.84	\$0.00	\$33.29
5	70	\$24.44	\$7.95	2.23	\$0.00	\$34.62
6	75	\$26.18	\$7.95	2.53	\$0.00	\$36.66
7	80	\$27.93	\$7.95	2.82	\$0.00	\$38.70
8	85	\$29.42	\$7.95	3.01	\$0.00	\$40.38

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.71	\$7.95	0.00	\$0.00	\$25.66
2	55	\$19.48	\$7.95	1.38	\$0.00	\$28.81
3	60	\$21.25	\$7.95	1.69	\$0.00	\$31.89
4	65	\$23.02	\$7.95	2.00	\$0.00	\$33.97
5	70	\$24.79	\$7.95	2.26	\$0.00	\$35.00
6	75	\$26.56	\$7.95	2.56	\$0.00	\$37.07
7	80	\$28.33	\$7.95	2.87	\$0.00	\$39.15
8	85	\$30.10	\$7.95	3.18	\$0.00	\$41.23

Notes:

Apprentice to Journeyworker Ratio: 1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L., ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L., ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6162. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 400 Southbridge Street, Boston, MA 02108; Tel:

Issue Date: 08/07/2011

Wage Request Number: 20120607-017

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27U

JOSEPH P. HARTIN
Director
WALTER D. BOWEN
Deputy Director

Awarding Authority: City of Boston
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and install a Folding Partition in the Cafeteria for Countryside School

Job Location: 191 Dedham Street

Classification	Effective Date	Base Wage Monthly	Prorata	Supplemental Unemployment	Total Rate
Painter (Spray on Sandblast, Repaint)	01/01/2012	\$32.97	\$7.80	\$14.50	\$55.27
	07/01/2012	\$33.47	\$7.80	\$15.10	\$56.37
	01/01/2013	\$33.97	\$7.80	\$15.60	\$57.37

This wage schedule must be posted by the contractor at the work site in accordance with M.G.A., ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.A., ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120607-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26A to 27D

JOANNE GULLY, P.A.
Attorney
JOANNE GULLY, P.A.
Director

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and install sliding partitions in the Cafeteria at the Countryside School

Job Location: 191 Dedham Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 45 Work 2 - General Building - Regional

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.49	\$7.80	0.00	\$0.00	\$24.29
2	55	\$18.15	\$7.80	3.25	\$0.00	\$29.20
3	60	\$19.78	\$7.80	3.51	\$0.00	\$31.12
4	65	\$21.45	\$7.80	3.81	\$0.00	\$33.07
5	70	\$23.08	\$7.80	12.97	\$0.00	\$43.71
6	75	\$24.70	\$7.80	13.13	\$0.00	\$45.63
7	80	\$26.38	\$7.80	13.42	\$0.00	\$47.60
8	90	\$30.67	\$7.80	\$4.01	\$0.00	\$52.48

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.71	\$7.80	0.00	\$0.00	\$24.51
2	55	\$18.41	\$7.80	3.75	\$0.00	\$29.97
3	60	\$20.08	\$7.80	3.90	\$0.00	\$31.77
4	65	\$21.76	\$7.80	4.00	\$0.00	\$33.56
5	70	\$23.40	\$7.80	13.25	\$0.00	\$44.45
6	75	\$25.10	\$7.80	1.55	\$0.00	\$46.45
7	80	\$26.78	\$7.80	13.87	\$0.00	\$48.45
8	90	\$30.19	\$7.80	14.49	\$0.00	\$52.48

Notes:

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L., ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L., ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employers and receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 05/07/2015

Wage Request Number: 20120607-027

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

PROJECT LOCATION
City/Town
LEAST SQUARE
COUNTY

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and install Locking Partitions in the Cafeteria at the Countryside School

Job Location: 195 Dorian Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (TRAFFIC MARKINGS) 14600.00 - 2002 *	06/01/2012	\$31.80	\$2.10	\$12.45	0.00	\$56.35
	03/01/2012	\$32.30	\$2.10	\$12.45	0.00	\$56.85
	06/01/2013	\$33.65	\$2.10	\$12.45	0.00	\$58.20
	03/01/2013	\$33.30	\$2.10	\$12.45	0.00	\$57.85
	06/01/2014	\$34.55	\$2.10	\$12.45	0.00	\$59.10
	03/01/2014	\$33.20	\$2.10	\$12.45	0.00	\$57.75
	06/01/2015	\$36.05	\$2.10	\$12.45	0.00	\$59.60
	03/01/2015	\$35.80	\$2.10	\$12.45	0.00	\$58.35
	06/01/2016	\$37.55	\$2.10	\$12.45	0.00	\$62.10
	03/01/2016	\$38.55	\$2.10	\$12.45	0.00	\$63.10
PAINTER / TAPE (BRIKSH, NEW) *	01/01/2012	\$33.51	\$2.80	\$15.50	0.00	\$61.81
	03/01/2012	\$34.81	\$2.80	\$15.50	0.00	\$63.11
	01/01/2013	\$34.51	\$2.80	\$15.50	0.00	\$62.81

* If 100% of the employees to be hired are new construction, NEW paint rate shall be used. www.mass.gov/dls

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6252. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/07/2013

Wage Request Number: 20120607-007

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27F

APPROVED: COMBETTE
6/26/2012
DIRECTOR, DLS

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and install a Folding Partition and Cafeteria at the Countryside School

Job Location: 191 Dedham Street

Classification: _____ Effective Date: _____ Base Wage: _____ Health: _____ Pension: _____ Supplemental Unemployment: _____ Total Rate: _____

Apprentice - *PAINTER Local 55 Down 2 - BRUSH 1614*

Effective Date - 01/01/2012

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.75	\$7.80	0.00	\$0.00	\$24.55
2	55	\$18.45	\$7.80	3.85	\$0.00	\$29.10
3	60	\$20.11	\$7.80	7.54	\$0.00	\$35.45
4	65	\$21.78	\$7.80	11.84	\$0.00	\$41.42
5	70	\$23.46	\$7.80	16.83	\$0.00	\$48.09
6	75	\$25.13	\$7.80	22.15	\$0.00	\$55.08
7	80	\$26.81	\$7.80	28.42	\$0.00	\$63.03
8	90	\$30.66	\$7.80	44.01	\$0.00	\$82.47

Effective Date - 07/01/2012

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.01	\$7.80	0.00	\$0.00	\$24.81
2	55	\$18.71	\$7.80	3.18	\$0.00	\$29.69
3	60	\$20.41	\$7.80	6.69	\$0.00	\$34.90
4	65	\$22.11	\$7.80	11.00	\$0.00	\$40.91
5	70	\$23.81	\$7.80	15.76	\$0.00	\$47.37
6	75	\$25.51	\$7.80	21.56	\$0.00	\$54.87
7	80	\$27.21	\$7.80	28.87	\$0.00	\$63.88
8	90	\$30.61	\$7.80	44.40	\$0.00	\$82.81

Notes:
Steps are 5% Inc.

Apprentice to Journeyworker Ratio: 1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on this wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6932. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120607-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF FAMILY AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27M

JOSEPH P. GILLOTT, Director
MASSACHUSETTS DEPARTMENT OF LABOR STANDARDS
1000

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and install a Folding Partition in the Cafeteria of the Countryside School

Job Location: 191 Dedham Street

Classification Effective Date Base Wage Health Pension Supplemental Compensation Total Rate

Apprentice PAINTER Local 25 Zone 2 - BRUSH APPLICATION

Effective Date - 01/01/2012

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Compensation	Total Rate
1	50	\$13.79	\$7.80	0.00	\$0.00	\$21.59
2	55	\$15.36	\$7.80	3.25	\$0.00	\$26.41
3	60	\$16.94	\$7.80	3.54	\$0.00	\$30.28
4	65	\$18.52	\$7.80	3.84	\$0.00	\$32.16
5	70	\$20.10	\$7.80	4.13	\$0.00	\$32.03
6	75	\$21.68	\$7.80	4.43	\$0.00	\$34.91
7	80	\$23.26	\$7.80	4.72	\$0.00	\$35.78
8	90	\$28.41	\$7.80	4.01	\$0.00	\$40.22

Effective Date - 07/01/2012

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Compensation	Total Rate
1	50	\$16.94	\$7.80	0.00	\$0.00	\$24.74
2	55	\$17.64	\$7.80	1.34	\$0.00	\$26.78
3	60	\$18.34	\$7.80	1.63	\$0.00	\$27.77
4	65	\$19.04	\$7.80	1.93	\$0.00	\$28.77
5	70	\$19.74	\$7.80	2.22	\$0.00	\$29.76
6	75	\$20.44	\$7.80	2.52	\$0.00	\$30.76
7	80	\$21.14	\$7.80	2.81	\$0.00	\$31.75
8	90	\$22.54	\$7.80	3.11	\$0.00	\$33.45

Notes:

Scope is 530 hrs

Apprentice to Journeyworker Ratio: 1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L., ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L., ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 09/07/2012

Wage Request Number: 20120607-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

ISSUED BY: MICHAEL J. GILBERT
SPECIAL AGENT
THOMAS J. BOWEN
CLERK

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Finish and install a Telling Partition in the Cafeteria at the Countryside School

Job Location: 191 Dedham Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PANEL & PICKUP TRUCKS DRIVERS	08-01-2012	\$21.08	\$8.96	\$7.27	0.00	\$37.31
INDUSTRIAL SPRAYERS & PAINTERS	08-01-2011	\$21.08	\$8.96	\$7.27	0.00	\$37.31
	12-01-2012	\$31.28	\$8.96	\$8.00	0.00	\$48.24
PIPE AND DUCK CONSTRUCTION (UNINTERESTING AND HEAVY)	08-01-2011	\$26.20	\$8.96	\$17.12	0.00	\$52.32
PIPE LAYERS (ZONE 1)						
PIPE LAYERS	03-01-2011	\$38.50	\$8.96	\$17.12	0.00	\$64.58
PIPE LAYERS (ZONE 2)						

Apprentice - PIPE LAYERS - Local 16 Zone 1

Effective Date - 08-01-2011

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.08	\$8.96	\$7.12	\$0.00	\$37.16
2	65	\$24.16	\$8.96	\$7.12	\$0.00	\$40.24
3	70	\$27.24	\$8.96	\$7.12	\$0.00	\$43.32
4	75	\$30.32	\$8.96	\$7.12	\$0.00	\$46.40
5	80	\$33.40	\$8.96	\$7.12	\$0.00	\$49.48
6	85	\$36.48	\$8.96	\$7.12	\$0.00	\$52.56
7	90	\$39.56	\$8.96	\$7.12	\$0.00	\$55.64
8	95	\$42.64	\$8.96	\$7.12	\$0.00	\$58.72

Notes:

Apprentice to Journeyworker Ratio 1:3

PIPE LAYERS & S. TANKERS	03-01-2011	\$40.14	\$8.75	\$14.39	0.00	\$63.28
PIPE LAYERS (ZONE 1)	09-01-2012	\$48.79	\$8.75	\$14.39	0.00	\$71.93
	03-01-2011	\$40.14	\$8.75	\$14.39	0.00	\$63.28

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to post "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Consistent with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 110 Cambridge Street, Boston, MA 02114; Tel:

Issue Date: 05-07-2012

Wage Request Number: 20120017-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

RAYMOND GUY CARTER
Secretary
100 WASHINGTON STREET
BOSTON

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Finish and install a Folding Partition into Carberia at the Countryside School

Job Location: 191 Dedham Street

Classification: Effective Date: Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - **WPC000126K Local 527**

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.74	\$8.75	6.50	\$0.00	\$33.99
2	45	\$21.08	\$8.75	14.39	\$0.00	\$44.22
3	60	\$28.10	\$8.75	14.39	\$0.00	\$51.24
4	70	\$32.79	\$8.75	14.39	\$0.00	\$55.93
5	90	\$37.67	\$8.75	14.39	\$0.00	\$59.61

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.24	\$8.75	6.50	\$0.00	\$34.49
2	45	\$27.64	\$8.75	14.39	\$0.00	\$44.78
3	60	\$28.45	\$8.75	11.38	\$0.00	\$51.29
4	70	\$33.66	\$8.75	14.49	\$0.00	\$56.90
5	80	\$38.47	\$8.75	14.49	\$0.00	\$61.61

Notes:

1, 1.5, 3, 1.5, 1.10 thereafter / Steps are 1.5.

2nd/3rd/4th/5th/6th/7th/8th/9th/10th/11th/12th/13th/14th/15th/16th/17th/18th/19th/20th/21st/22nd/23rd/24th/25th/26th/27th/28th/29th/30th/31st/32nd/33rd/34th/35th/36th/37th/38th/39th/40th/41st/42nd/43rd/44th/45th/46th/47th/48th/49th/50th/51st/52nd/53rd/54th/55th/56th/57th/58th/59th/60th/61st/62nd/63rd/64th/65th/66th/67th/68th/69th/70th/71st/72nd/73rd/74th/75th/76th/77th/78th/79th/80th/81st/82nd/83rd/84th/85th/86th/87th/88th/89th/90th/91st/92nd/93rd/94th/95th/96th/97th/98th/99th/100th/101st/102nd/103rd/104th/105th/106th/107th/108th/109th/110th/111th/112th/113th/114th/115th/116th/117th/118th/119th/120th/121st/122nd/123rd/124th/125th/126th/127th/128th/129th/130th/131st/132nd/133rd/134th/135th/136th/137th/138th/139th/140th/141st/142nd/143rd/144th/145th/146th/147th/148th/149th/150th/151st/152nd/153rd/154th/155th/156th/157th/158th/159th/160th/161st/162nd/163rd/164th/165th/166th/167th/168th/169th/170th/171st/172nd/173rd/174th/175th/176th/177th/178th/179th/180th/181st/182nd/183rd/184th/185th/186th/187th/188th/189th/190th/191st/192nd/193rd/194th/195th/196th/197th/198th/199th/200th/201st/202nd/203rd/204th/205th/206th/207th/208th/209th/210th/211st/212nd/213rd/214th/215th/216th/217th/218th/219th/220th/221st/222nd/223rd/224th/225th/226th/227th/228th/229th/230th/231st/232nd/233rd/234th/235th/236th/237th/238th/239th/240th/241st/242nd/243rd/244th/245th/246th/247th/248th/249th/250th/251st/252nd/253rd/254th/255th/256th/257th/258th/259th/260th/261st/262nd/263rd/264th/265th/266th/267th/268th/269th/270th/271st/272nd/273rd/274th/275th/276th/277th/278th/279th/280th/281st/282nd/283rd/284th/285th/286th/287th/288th/289th/290th/291st/292nd/293rd/294th/295th/296th/297th/298th/299th/300th/301st/302nd/303rd/304th/305th/306th/307th/308th/309th/310th/311st/312nd/313rd/314th/315th/316th/317th/318th/319th/320th/321st/322nd/323rd/324th/325th/326th/327th/328th/329th/330th/331st/332nd/333rd/334th/335th/336th/337th/338th/339th/340th/341st/342nd/343rd/344th/345th/346th/347th/348th/349th/350th/351st/352nd/353rd/354th/355th/356th/357th/358th/359th/360th/361st/362nd/363rd/364th/365th/366th/367th/368th/369th/370th/371st/372nd/373rd/374th/375th/376th/377th/378th/379th/380th/381st/382nd/383rd/384th/385th/386th/387th/388th/389th/390th/391st/392nd/393rd/394th/395th/396th/397th/398th/399th/400th/401st/402nd/403rd/404th/405th/406th/407th/408th/409th/410th/411st/412nd/413rd/414th/415th/416th/417th/418th/419th/420th/421st/422nd/423rd/424th/425th/426th/427th/428th/429th/430th/431st/432nd/433rd/434th/435th/436th/437th/438th/439th/440th/441st/442nd/443rd/444th/445th/446th/447th/448th/449th/450th/451st/452nd/453rd/454th/455th/456th/457th/458th/459th/460th/461st/462nd/463rd/464th/465th/466th/467th/468th/469th/470th/471st/472nd/473rd/474th/475th/476th/477th/478th/479th/480th/481st/482nd/483rd/484th/485th/486th/487th/488th/489th/490th/491st/492nd/493rd/494th/495th/496th/497th/498th/499th/500th/501st/502nd/503rd/504th/505th/506th/507th/508th/509th/510th/511st/512nd/513rd/514th/515th/516th/517th/518th/519th/520th/521st/522nd/523rd/524th/525th/526th/527th/528th/529th/530th/531st/532nd/533rd/534th/535th/536th/537th/538th/539th/540th/541st/542nd/543rd/544th/545th/546th/547th/548th/549th/550th/551st/552nd/553rd/554th/555th/556th/557th/558th/559th/560th/561st/562nd/563rd/564th/565th/566th/567th/568th/569th/570th/571st/572nd/573rd/574th/575th/576th/577th/578th/579th/580th/581st/582nd/583rd/584th/585th/586th/587th/588th/589th/590th/591st/592nd/593rd/594th/595th/596th/597th/598th/599th/600th/601st/602nd/603rd/604th/605th/606th/607th/608th/609th/610th/611st/612nd/613rd/614th/615th/616th/617th/618th/619th/620th/621st/622nd/623rd/624th/625th/626th/627th/628th/629th/630th/631st/632nd/633rd/634th/635th/636th/637th/638th/639th/640th/641st/642nd/643rd/644th/645th/646th/647th/648th/649th/650th/651st/652nd/653rd/654th/655th/656th/657th/658th/659th/660th/661st/662nd/663rd/664th/665th/666th/667th/668th/669th/670th/671st/672nd/673rd/674th/675th/676th/677th/678th/679th/680th/681st/682nd/683rd/684th/685th/686th/687th/688th/689th/690th/691st/692nd/693rd/694th/695th/696th/697th/698th/699th/700th/701st/702nd/703rd/704th/705th/706th/707th/708th/709th/710th/711st/712nd/713rd/714th/715th/716th/717th/718th/719th/720th/721st/722nd/723rd/724th/725th/726th/727th/728th/729th/730th/731st/732nd/733rd/734th/735th/736th/737th/738th/739th/740th/741st/742nd/743rd/744th/745th/746th/747th/748th/749th/750th/751st/752nd/753rd/754th/755th/756th/757th/758th/759th/760th/761st/762nd/763rd/764th/765th/766th/767th/768th/769th/770th/771st/772nd/773rd/774th/775th/776th/777th/778th/779th/780th/781st/782nd/783rd/784th/785th/786th/787th/788th/789th/790th/791st/792nd/793rd/794th/795th/796th/797th/798th/799th/800th/801st/802nd/803rd/804th/805th/806th/807th/808th/809th/810th/811st/812nd/813rd/814th/815th/816th/817th/818th/819th/820th/821st/822nd/823rd/824th/825th/826th/827th/828th/829th/830th/831st/832nd/833rd/834th/835th/836th/837th/838th/839th/840th/841st/842nd/843rd/844th/845th/846th/847th/848th/849th/850th/851st/852nd/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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

ISSUED: 06/26/2012
DATE: 06/26/2012
PAGE: 1

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and Install a Telling, Turnout at the Countryside School

Job Location: 191 Dedham Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WIREMAN LABORER - 20000	06/01/2012	\$12.05	\$7.10	\$12.43	0.00	\$31.60
	12/01/2012	\$13.33	\$7.10	\$12.43	0.00	\$32.86
	06/01/2013	\$14.20	\$7.10	\$12.43	0.00	\$33.73
	12/01/2013	\$14.95	\$7.10	\$12.43	0.00	\$34.48
	06/01/2014	\$14.80	\$7.10	\$12.43	0.00	\$34.33
	12/01/2014	\$15.55	\$7.10	\$12.43	0.00	\$35.08
	06/01/2015	\$16.30	\$7.10	\$12.43	0.00	\$35.83
	12/01/2015	\$17.05	\$7.10	\$12.43	0.00	\$36.58
	06/01/2016	\$17.80	\$7.10	\$12.43	0.00	\$37.33
	12/01/2016	\$18.80	\$7.10	\$12.43	0.00	\$38.33
PLUMBERS & GASFITTERS RESIDENTIAL PLUMBERS (20000)	01/01/2012	\$16.81	\$9.32	\$13.29	0.00	\$39.42
	06/01/2012	\$18.06	\$9.32	\$13.29	0.00	\$40.67
	01/01/2013	\$19.31	\$9.32	\$13.29	0.00	\$41.92

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/26/2012

Wage Request Number: 20120626-003

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

MASSSET GOVT PROJ
Contract
REQUIREMENT
WAGE

Awarding Authority: City of Newton
Contract Number: 12-91 City/County: NEWTON
Description of Work: Furnish and install a Folding, Partition or the Grille in a new Countryside School

Job Location: 191 Dothan Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PNEUMATIC - Level 1*

Effective Date - 05/01/2013

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$16.38	\$9.47	4.97	\$0.00	\$30.82
2	40	\$16.77	\$9.32	5.61	\$0.00	\$31.69
3	50	\$17.75	\$9.32	7.53	\$0.00	\$34.60
4	65	\$19.43	\$9.32	8.31	\$0.00	\$37.06
5	75	\$21.11	\$9.32	10.09	\$0.00	\$40.52

Effective Date - 09/01/2012

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$16.82	\$9.35	4.97	\$0.00	\$31.14
2	40	\$17.21	\$9.35	5.61	\$0.00	\$32.17
3	50	\$18.19	\$9.35	7.53	\$0.00	\$35.07
4	65	\$19.84	\$9.32	8.31	\$0.00	\$37.47
5	75	\$21.58	\$9.32	10.09	\$0.00	\$40.99

Notes:

** 1-2; 2-3; 3-4; 4-5; 5-6 Steps are 1 yr
Step 4 with license Step 5 with license

Apprentice to Journeyworker Ratio: 4:1

PNEUMATIC CONTROLS (PMP)	05/01/2012	\$16.82	\$9.35	\$14.59	0.00	\$40.76
PNEUMATIC CONTROLS	05/01/2012	\$18.09	\$9.35	\$14.59	0.00	\$42.03
	03/01/2013	\$19.34	\$9.35	\$14.59	0.00	\$43.28

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L., ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L., ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have a affirmative obligation to inquire with DLS at wageinfo@state.ma.us or at 617-626-4952. Contractors not receiving such rates should report the violation to the Labor Relations of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 05/07/2013

Wage Request Number: 2012007-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27C

WAGE SETTING
Form 1
REVISION 10/02
10-11

Awarding Authority: City of Newton

Contract Number: 12-91

City/Town: NEWTON

Description of Work: Erection and Installation of Existing Partition in the Cafeteria at the Countryside School

Job Location: 191 Taylor Avenue

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR LUGGERS - ZONE 1	06/01/2012	\$32.45	\$7.10	\$12.45	0.00	\$51.90
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$51.90
	06/01/2013	\$33.50	\$7.10	\$12.45	0.00	\$52.95
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.50
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.50	\$7.10	\$12.45	0.00	\$55.95
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.50
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
POWERMAN & BLANKET LUGGERS - ZONE 1	06/01/2012	\$32.80	\$7.10	\$12.45	0.00	\$52.35
	12/01/2012	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	06/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	12/01/2013	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	06/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	12/01/2014	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	06/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	12/01/2015	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	06/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10
	12/01/2016	\$39.55	\$7.10	\$12.45	0.00	\$58.10
POWERMAN & BLANKET OPERATOR - ZONE 1	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.74	\$10.00	\$12.65	0.00	\$64.39
	12/01/2013	\$42.62	\$10.00	\$12.65	0.00	\$65.27
PUMP OPERATOR (CONCRETE) OPERATOR - ZONE 1	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.05	\$10.00	\$12.65	0.00	\$64.69

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-624-5922. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/07/2012

Wage Request Number: 2012W03-047

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

PROJECT NUMBER
12-91
PROJECT NAME
Operable Partitions

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and install a folding Partition at the Cafeteria at the Countryside School

Job Location: 191 Canton Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (ELEVATOR) (C-10-P-2)	05/01/2012	\$25.06	\$7.00	\$7.65	0.00	\$49.71
CONCRETE WORKER (C-10-P-3)	12/01/2011	\$25.54	\$10.00	\$12.65	0.00	\$58.19
	06/01/2012	\$29.09	\$10.00	\$12.65	0.00	\$61.74
	12/01/2012	\$29.64	\$10.00	\$12.65	0.00	\$62.29
READY MIX CONCRETE DRIVER (CONCRETE WORKER)	05/01/2011	\$28.05	\$7.00	\$5.91	0.00	\$40.96
RECLAIMERS	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
OPERATIVE WOODWORKER (C-10-P-4)	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.61	\$10.00	\$12.65	0.00	\$64.26
RESIDENTIAL WOOD FRAME (All Other Work) (C-10-P-5) (Residential)	04/01/2011	\$21.24	\$4.67	\$15.51	0.00	\$41.42
RESIDENTIAL WOOD FRAME CARPENTER **	05/01/2011	\$24.24	\$6.94	\$15.51	0.00	\$46.69

** The Residential Wood Frame Carpenter classification applies only to the construction of new wood frame residences that do not exceed 3 1/2 stories including the basement. Work on other types of wood frame

As of 01/01/2013, the prevailing wage rates for RESIDENTIAL WOOD FRAME CARPENTERS are:

This wage schedule must be posted by the contractor at the worksite in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108. Tel:

Issue Date: 06/07/2012

Wage Request Number: 00120507-01-07

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

TRANSIT COST CENTER
BUDGET FISCAL YEAR
2012

Awarding Authority: City of Newton
Contract Number: 12-91
Description of Work: Fundamental Installation of Partitions in the Cafeteria at the Countryside School

Job Location: 191 Easton Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - CARPENTRY (Residential Wood Frame) - Zone 2						
Effective Date: 06/01/2011						
Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.54	\$6.34	\$0.00	\$0.00	\$20.88
2	60	\$14.54	\$6.34	\$0.00	\$0.00	\$20.88
3	63	\$15.75	\$6.34	\$0.00	\$0.00	\$22.09
4	70	\$16.97	\$6.34	\$0.00	\$0.00	\$23.31
5	75	\$18.18	\$6.34	\$0.00	\$0.00	\$24.52
6	80	\$19.39	\$6.34	\$0.00	\$0.00	\$25.73
7	85	\$20.60	\$6.34	\$0.00	\$0.00	\$26.94
8	90	\$21.82	\$6.34	\$0.00	\$0.00	\$28.16
Notes:						
Apprentice to Journeyworker Ratio:1:5						

BUILD-ON MACHINERY HUNTER OPERATOR
12/01/2012 - 2016

06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
12/01/2012	\$33.55	\$7.10	\$12.45	0.00	\$53.10
06/01/2013	\$35.05	\$7.10	\$12.45	0.00	\$54.60
12/01/2013	\$36.55	\$7.10	\$12.45	0.00	\$56.10
06/01/2014	\$38.05	\$7.10	\$12.45	0.00	\$57.60
12/01/2014	\$39.55	\$7.10	\$12.45	0.00	\$59.10
06/01/2015	\$41.05	\$7.10	\$12.45	0.00	\$60.60
12/01/2015	\$42.55	\$7.10	\$12.45	0.00	\$62.10
06/01/2016	\$44.05	\$7.10	\$12.45	0.00	\$63.60
12/01/2016	\$45.55	\$7.10	\$12.45	0.00	\$65.10

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L., ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L., ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employers not receiving such rates should report the violation to the Labor Division of the Office of the Attorney General, 400 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120607-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27B

ISSUED BY: EOL/STAFF
DATE: 06/07/2012
HEATHFIELD 20002
12-91

Awarding Authority: City of Newton
Contract Number: 12-91
Description of Work: Furnish and install a Folding Partition in the Countryside Elementary School
City/Town: NEWTON

Job Location: 191 Dedham Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLERS/SPREADER/CHIPPING MACHINE <i>OPERATOR: NON-MAINTENANCE</i>	06/01/2012	\$39.47	\$2.00	\$7.61	0.00	\$67.12
	06/01/2012	\$40.09	\$2.00	\$7.65	0.00	\$69.74
	06/01/2013	\$40.86	\$2.00	\$7.65	0.00	\$69.51
	06/01/2013	\$41.64	\$2.00	\$12.65	0.00	\$64.29
ROOFER (the Roofer Waterproofing & Roofing Company) <i>MAINTENANCE</i>	02/01/2012	\$33.36	\$10.30	\$10.00	0.00	\$53.66
	08/01/2012	\$36.36	\$10.30	\$10.00	0.00	\$56.66
	02/01/2013	\$37.36	\$10.30	\$10.00	0.00	\$57.66

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120507-027

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

WAGE SET 08/01/12
WAGE SET 08/01/12

Awarding Authority: City of Boston
Contract Number: 12-91
Description of Work: Install and install a Folding Partition in the Classroom at the Countryside School

Job Location: 211 Dedham Street

Classification Effective Date Hourly Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROUGH - Level 23

Effective Date 08/01/2012

Step	percent	Apprentice Hourly Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.78	\$10.50	3.38	\$0.00	\$31.66
2	60	\$21.34	\$10.50	10.70	\$0.00	\$42.54
3	65	\$23.11	\$10.50	10.70	\$0.00	\$44.31
4	75	\$26.67	\$10.50	10.70	\$0.00	\$47.87
5	85	\$30.23	\$10.50	10.70	\$0.00	\$51.43

Effective Date 08/01/2012

Step	percent	Apprentice Hourly Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.28	\$10.50	3.38	\$0.00	\$32.16
2	60	\$21.91	\$10.50	10.70	\$0.00	\$43.11
3	65	\$23.76	\$10.50	10.70	\$0.00	\$44.96
4	75	\$27.43	\$10.50	10.70	\$0.00	\$48.63
5	85	\$31.08	\$10.50	10.70	\$0.00	\$52.28

Notes: Steps 1-5, 75-100 are 1:10; Recouping 1:1, then 1:1
Steps 1-5, 75-100 are 1:10; Recouping 1:1, then 1:1

Apprentice to Journeyman Rate:

ROUGH BLASTED / PRECAST CONCRETE	02/01/2012	\$15.81	\$10.50	\$10.70	0.00	\$37.01
ROUGH BLASTED	08/01/2012	\$16.81	\$10.50	\$10.70	0.00	\$38.01
	02/01/2013	\$17.81	\$10.50	\$10.70	0.00	\$39.01

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L., ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L., ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employers not receiving such rates should report the violation to the only Labor Division of the Office of the Attorney General, 111 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 08/07/2012

Wage Request Number: 20120607-097

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOHN P. GALLAGHER
Director
J-P-G: R-P-R: 6/28/12
Date:

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and install a sliding Partition in the Cafeteria at the Countryside School

Job Location: 191 DeLam Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER (Non-Union) over 1 year(s) Local 55

Effective Date: 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.91	\$10.50	3.38	\$0.00	\$31.79
2	60	\$21.19	\$10.50	10.40	\$0.00	\$42.09
3	65	\$23.28	\$10.50	10.70	\$0.00	\$44.48
4	70	\$26.86	\$10.50	10.70	\$0.00	\$48.06
5	80	\$30.44	\$10.50	10.70	\$0.00	\$51.64

Effective Date: 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$14.41	\$10.50	3.38	\$0.00	\$28.29
2	60	\$22.06	\$10.50	10.70	\$0.00	\$43.26
3	65	\$21.90	\$10.50	10.40	\$0.00	\$42.80
4	70	\$27.61	\$10.50	10.70	\$0.00	\$48.81
5	80	\$31.20	\$10.50	10.70	\$0.00	\$52.40

Notes:

Apprentice to Journeyworker Ratios**

8:00-12:00 METAL WORKING	08/01/2012	\$10.59	\$0.87	\$17.34	2.04	\$29.99
08:00-12:00 METAL WORKING	08/01/2012	\$10.54	\$0.82	\$17.34	2.04	\$29.28
	02/01/2012	\$10.50	\$0.82	\$17.34	2.11	\$29.56

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L., ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L., ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 08/27/2012

Wage Request Number: 20120607-007

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27F

BOOKS & GOVERNMENT
SEALING
SEALING & GOVERNMENT

Awarding Authority: City of Newton
Contract Number: 12-01
City/Town: NEWTON
Description of Work: Furnish and install a Building Envelope for the Countryside School

Job Location: 181 Dalton Street

Classification: Effective Date: Base Wage: Health: Pension: Supplemental Unemployment: Total Rate:

Apprentice - SEWER INSTALL WORKER - Local 17-4

Effective Date: 02/01/2012

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.32	\$9.82	3.71	\$0.00	\$29.85
2	45	\$16.32	\$9.82	3.74	\$0.00	\$29.88
3	50	\$18.36	\$9.82	3.45	\$1.30	\$32.93
4	55	\$18.36	\$9.82	3.45	\$1.30	\$32.93
5	60	\$20.40	\$9.82	3.17	\$1.15	\$34.54
6	65	\$20.40	\$9.82	3.42	\$1.10	\$34.74
7	70	\$24.43	\$9.82	3.00	\$1.32	\$38.57
8	75	\$26.51	\$9.82	3.42	\$1.40	\$40.15
9	80	\$30.59	\$9.82	3.70	\$1.37	\$45.48
10	85	\$32.67	\$9.82	3.99	\$1.37	\$47.95

Effective Date: 02/01/2012

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.82	\$9.82	3.74	\$0.00	\$30.38
2	45	\$16.82	\$9.82	3.74	\$0.00	\$30.38
3	50	\$18.87	\$9.82	3.45	\$1.35	\$33.49
4	55	\$18.87	\$9.82	3.45	\$1.35	\$33.49
5	60	\$20.92	\$9.82	3.17	\$1.17	\$35.08
6	65	\$20.92	\$9.82	3.42	\$1.18	\$35.34
7	70	\$24.95	\$9.82	3.00	\$1.34	\$39.11
8	75	\$27.03	\$9.82	3.42	\$1.42	\$41.69
9	80	\$31.11	\$9.82	3.70	\$1.38	\$46.01
10	85	\$33.19	\$9.82	3.99	\$1.38	\$48.38

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L., ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L., ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have no affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120607-047

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27C

RECAPITULATION
BY DATE
ISSUING AGENCY

Awarding Authority: City of Newton
Contract Number: 12-91
Description of Work: Furnish and install 1,500 sq. ft. of concrete at the Christann and Countryside School

City/Town: NEWTON

Job Location: 121 DeSaan Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes: Steps are 5 to 8						
Apprentice to Journeyworker Ratio 1:4						
SEALER - SEALING Carpenter/Joiner - 2012	06/01/2012	\$24.81	\$2.07	\$3.00	0.00	\$37.78

Apprentice - SEALER - Joiner 2012

Effective Date - 06/01/2012

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.41	\$7.07	0.00	\$0.00	\$19.48
2	55	\$13.65	\$7.07	0.00	\$0.00	\$20.72
3	60	\$14.89	\$7.07	0.00	\$0.00	\$21.96
4	65	\$16.13	\$7.07	0.00	\$0.00	\$23.20
5	70	\$17.37	\$7.07	0.00	\$0.00	\$24.44
6	75	\$18.61	\$7.07	0.00	\$0.00	\$25.68
7	80	\$19.85	\$7.07	0.00	\$0.00	\$26.92
8	85	\$21.09	\$7.07	0.00	\$0.00	\$28.16
9	90	\$22.33	\$7.07	0.00	\$0.00	\$29.40

Notes: Steps are 1 to 9	
Apprentice to Journeyworker Ratio 1:1	

SPECIALIZED CARPENTRY JOINER - 2012	06/01/2012	\$21.54	\$8.50	\$7.25	0.00	\$47.29
SEALER/JOINER - 2012	06/01/2012	\$21.54	\$8.91	\$7.25	0.00	\$47.70
SEALER/JOINER - 2012	12/01/2012	\$21.54	\$8.91	\$8.00	0.00	\$48.45

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "local rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the Wage Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108. Tel:

Issue Date: 06/07/2012

Wage Request Number: 2012-067-047

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

WAGE SCHEDULE
SECTION
REVISION 10041

Awarding Authority: City of Newton
Contract Number: 12-91 City/Job no: NEWTON
Description of Work: Furnish and Erection of Folding Partition in the Cafeteria of the Countryside School

Job Location: 91 Dedham Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED HEAVY MOVING EQUIPMENT OPERATORS IN MASONRY CONSTRUCTION	06/01/2013	\$31.83	\$8.56	\$1.27	0.00	\$41.66
	08/01/2012	\$31.83	\$8.56	\$1.27	0.00	\$41.66
	12/01/2012	\$32.13	\$8.71	\$1.00	0.00	\$41.84
SPRINKLER FITTER ASSEMBLY AND MAINTENANCE	03/01/2013	\$51.58	\$8.42	\$1.60	0.00	\$61.60
	09/01/2012	\$52.58	\$8.42	\$1.60	0.00	\$62.60
	03/01/2013	\$53.58	\$8.42	\$1.60	0.00	\$63.60

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L., ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L., ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. All employers not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02114; Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120607-007

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOSEPH GILBERTON
Director
PATRICK LAHUE
Assistant Director

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Erect and install a folding partition at the Countryside Elementary School

Job Location: 191 Jackson Street

Classification			Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - SPRINKLER FITTER - Local 550								
Effective Date -	03/01/2013							
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	35		\$18.95	\$8.42	7.83	\$0.00	\$34.20	
2	40		\$20.54	\$8.42	7.83	\$0.00	\$36.80	
3	45		\$22.21	\$8.42	7.83	\$0.00	\$38.48	
4	50		\$23.79	\$8.42	7.83	\$0.00	\$40.06	
5	55		\$25.37	\$8.42	7.83	\$0.00	\$41.62	
6	60		\$26.95	\$8.42	7.83	\$0.00	\$43.20	
7	65		\$28.53	\$8.42	7.83	\$0.00	\$44.80	
8	70		\$30.11	\$8.42	7.83	\$0.00	\$46.38	
9	75		\$31.69	\$8.42	7.83	\$0.00	\$47.96	
10	80		\$33.26	\$8.42	7.83	\$0.00	\$49.52	
Effective Date - 09/01/2012								
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	35		\$18.70	\$8.42	7.83	\$0.00	\$34.95	
2	40		\$20.35	\$8.42	7.83	\$0.00	\$36.60	
3	45		\$21.99	\$8.42	7.83	\$0.00	\$38.24	
4	50		\$23.63	\$8.42	7.83	\$0.00	\$39.88	
5	55		\$25.27	\$8.42	7.83	\$0.00	\$41.52	
6	60		\$26.91	\$8.42	7.83	\$0.00	\$43.16	
7	65		\$28.55	\$8.42	7.83	\$0.00	\$44.80	
8	70		\$30.19	\$8.42	7.83	\$0.00	\$46.44	
9	75		\$31.83	\$8.42	7.83	\$0.00	\$48.08	
10	80		\$33.47	\$8.42	7.83	\$0.00	\$49.72	

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L., ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L., ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at mass.gov/dls or at 617-626-6953. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 08/07/2012

Wage Request Number: 20120607-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27M

DATE OF LAST UPDATE
12/20/2012
REVISIONS - 6098
12/20/2012

Amending Authority: City of Newton
Contract Number: 12-91
Description of Work: Furnish and install a Folding Partition at the Cafeteria in the Countryside School.
City/Town: NEWTON

Job Location: 941 Dedham Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Employment	Total Rate
Notes: Steps are 850 hours Apprentice to Journeyworker Ratio: 1:1						
STEAM BOILER OPERATOR OPERATING STEAM BOILER	05/01/2012	\$25.47	\$10.00	\$12.65	0.00	\$48.12
	12/01/2012	\$46.09	\$16.00	\$12.65	0.00	\$84.74
	06/01/2013	\$10.86	\$10.00	\$12.65	0.00	\$33.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
TAMPERS, SELF-PROPELLED OR TRACTION DRIVEN OPERATING SELF-PROPELLED	05/01/2012	\$30.47	\$10.00	\$12.65	0.00	\$53.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2014	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2012	\$41.64	\$10.00	\$12.65	0.00	\$64.29
TELEVISION ADJUSTMENT TECHNICIAN COMMERCIAL LOCAL	05/01/2012	\$21.78	\$15.00	\$12.75	0.00	\$49.53
	06/01/2013	\$32.29	\$15.00	\$12.25	0.00	\$59.54
	06/01/2013	\$32.30	\$15.00	\$12.76	0.00	\$59.06
	06/01/2013	\$33.34	\$15.00	\$12.28	0.00	\$60.62
	06/01/2014	\$32.88	\$15.00	\$12.30	0.00	\$59.18
	06/01/2014	\$34.34	\$15.00	\$12.31	0.00	\$61.65
	05/01/2015	\$34.91	\$15.00	\$12.73	0.00	\$62.64
	06/01/2015	\$35.65	\$15.00	\$12.15	0.00	\$62.80
	05/01/2016	\$36.35	\$15.00	\$12.37	0.00	\$63.72

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to post "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at perm.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 12/20/2012

Wage Request Number: 91120676-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

PROJECT NUMBER
060607-057
FEASIBILITY STUDY

Accounting Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and Install a Folding Partition in the Cafeteria at the Countryside School

Job Location: 191 Dedman Street

Classification Effective Date Base Wage Health Pension Supplemental Compensation Total Rate

Apprentices - TELECOMMUNICATIONS TECHNICIAN - Level 10

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Compensation	Total Rate
1	40	\$12.51	\$13.00	9.25	\$0.00	\$34.76
2	40	\$12.71	\$13.00	9.25	\$0.00	\$34.96
3	45	\$14.50	\$13.00	9.55	\$0.00	\$37.05
4	45	\$14.50	\$13.00	9.55	\$0.00	\$37.05
5	50	\$15.80	\$13.00	9.75	\$0.00	\$38.55
6	55	\$17.48	\$13.00	10.01	\$0.00	\$40.49
7	60	\$19.07	\$13.00	10.26	\$0.00	\$42.33
8	65	\$20.66	\$13.00	10.50	\$0.00	\$44.16
9	70	\$22.25	\$13.00	10.75	\$0.00	\$46.00
10	75	\$23.81	\$13.00	11.00	\$0.00	\$47.81

Effective Date - 06/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Compensation	Total Rate
1	40	\$12.92	\$13.00	9.28	\$0.00	\$35.20
2	40	\$12.92	\$13.00	9.28	\$0.00	\$35.20
3	45	\$14.53	\$13.00	9.53	\$0.00	\$37.06
4	45	\$14.53	\$13.00	9.53	\$0.00	\$37.06
5	50	\$16.15	\$13.00	9.77	\$0.00	\$38.92
6	55	\$17.76	\$13.00	10.02	\$0.00	\$40.78
7	60	\$19.37	\$13.00	10.27	\$0.00	\$42.64
8	65	\$20.99	\$13.00	10.53	\$0.00	\$44.52
9	70	\$22.60	\$13.00	10.77	\$0.00	\$46.37
10	75	\$24.22	\$13.00	11.02	\$0.00	\$48.24

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "local rates" listed above on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-624-6852. Employers not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108. Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120607-057

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

ADAMANT COLLECTION
BOSTON
CESTRALC.BOWE
BOSTON

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and Install for 12-91 Partition in the Cafeteria at the Countryside School

Job Location: 19. Ashmun Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<p>Notes:</p> <p>Apprentice to Journeyman for Ratio:1:1</p>						
ULTRAZCO FINISHERS	03/01/2012	\$45.50	\$10.18	\$17.25	0.00	\$72.93

ULTRAZCO FINISHERS
BOSTON, MA 02118-1000

Apprentice - ULTRAZCO FINISHERS Local 5 Journeymen & Wks

Effective Date - 04/01/2012

Step	Percent	Apprentice Hourly Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$37.55	\$10.18	17.75	\$0.00	\$55.48
2	60	\$37.94	\$10.18	17.75	\$0.00	\$55.87
3	70	\$38.32	\$10.18	17.75	\$0.00	\$56.25
4	80	\$38.70	\$10.18	17.75	\$0.00	\$56.63
5	90	\$39.08	\$10.18	17.75	\$0.00	\$57.01

Notes:
Steps are 50% hrs.

Apprentice to Journeyman for Ratio:1:3

ULTRAZCO FINISHERS	12/01/2011	\$33.05	\$7.76	\$17.50	0.00	\$58.31
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ULTRAZCO FINISHERS
BOSTON, MA 02118-1000

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "local rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at wageinquiry@state.ma.us or at 617-626-6953. Employers not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02140; Tel: 617-725-6000.

Issue Date: 06/06/2012

Wage Request Number: 20120607-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27J

REVISED 06/2012
12-91
STATE OF MASSACHUSETTS
06/2012

Awarding Authority: City of Salem
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Finish and install a Tending Partition in the Cafeteria at the Countryside School

Job Location: 701 Dedham Street

Classification: Classification Rate Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TEST DORING DOLLER (if Apprentice Foundation & Income)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.81	\$7.10	12.60	\$0.00	\$39.51
2	70	\$21.14	\$7.10	12.60	\$0.00	\$40.84
3	80	\$25.14	\$7.10	12.60	\$0.00	\$44.84
4	90	\$29.75	\$7.10	12.60	\$0.00	\$49.45

Notes:

1

Apprentice to Journeyworker Ratio: 3

TEST DORING DOLLER HELPER	12/01/2011	\$31.77	\$7.10	\$12.60	0.00	\$51.47
EMPRESS PROGRAM/WORKING						
TEST DORING LABORER	12/01/2011	\$31.85	\$7.10	\$12.60	0.00	\$51.55
EMPRESS PROGRAM/WORKING						

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6982. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120607-007

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27B

JOHN J. GOLDBLUM
Director
HPO-LEARNER, KAPLAN
10/20/2012

Awarding Authority: City of Boston
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and install a Folding Partition in the Custer's Office Countryside School

Job Location: 121 Dedham Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VACUUM OPERATOR (COUNTRYSIDE SCHOOL)	06/01/2012	\$31.57	\$8.56	\$3.27	0.00	\$43.40
	08/01/2012	\$31.54	\$8.91	\$3.27	0.00	\$43.72
	12/01/2012	\$31.87	\$8.91	\$3.00	0.00	\$43.78
WAGON DRILL OPERATOR LABORER - 2005	06/01/2012	\$32.05	\$7.10	\$3.45	0.00	\$42.60
	12/01/2012	\$32.55	\$7.10	\$3.45	0.00	\$43.10
	06/01/2013	\$33.39	\$7.10	\$3.45	0.00	\$43.94
	12/01/2013	\$34.05	\$7.10	\$3.45	0.00	\$44.60
	06/01/2014	\$34.60	\$7.10	\$3.45	0.00	\$45.15
	12/01/2014	\$35.55	\$7.10	\$3.45	0.00	\$46.10
	06/01/2015	\$36.30	\$7.10	\$3.45	0.00	\$46.85
	12/01/2015	\$37.05	\$7.10	\$3.45	0.00	\$47.60
	06/01/2016	\$37.80	\$7.10	\$3.45	0.00	\$48.35
WASTE WATER PUMP OPERATOR OPERATOR (COUNTRYSIDE SCHOOL)	06/01/2012	\$49.84	\$10.00	\$3.65	0.00	\$63.49
	12/01/2012	\$48.46	\$10.00	\$3.65	0.00	\$62.11
	06/01/2013	\$48.74	\$10.00	\$3.65	0.00	\$62.39
	12/01/2013	\$48.02	\$10.00	\$3.65	0.00	\$61.67
WATER VALVE INSTALLER INSTALLER (COUNTRYSIDE SCHOOL)	06/01/2012	\$46.81	\$9.32	\$3.29	0.00	\$59.42
	08/01/2012	\$48.06	\$9.32	\$3.29	0.00	\$60.67
	03/01/2013	\$49.31	\$9.32	\$3.29	0.00	\$61.92

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at wage@mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report the violation to the State Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; TTS.

Issue Date: 05/07/2012

Wage Request Number: 20120607-037

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27G

PROJECT LOCATION
City/Town
ESTIMATED COST

Awarding Authority: City of Newton
Contract Number: 12-91 City/Town: NEWTON
Description of Work: Furnish and install a Folding Partition in the Cafeteria at the Countryside School

Job Location: 191 Boston Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Disability/Unempl.	Total Rate
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Additional Applicable Information:

Minimum wage rates for apprentices employed on public works contracts are listed above as a percentage of the minimum wage rate provided by the Commission under the provisions of the M.G.L., c. 149, § 26B(1). Apprentice rates are established by the Division of Apprenticeship Training pursuant to M.G.L., c. 149, § 26B(2).

All apprentice rates are subject to the Division of Apprenticeship Training as authorized by M.G.L., c. 149, § 26B(3).

All wages are monthly ("M" rates) unless otherwise specified.

* Rates are specified by classification number. Applicable to general construction trades.

** Multiple rates are listed in the contract schedule.

*** M.P. is 10¢, 1.1, 2.2, 3.3, 4.4, 5.5, 6.6, 7.7, 8.8, 9.9, 10.0, 11.1, 12.2, 13.3, 14.4, 15.5, 16.6, 17.7, 18.8, 19.9, 20.0.

**** A.P. is 10¢, 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 3.0.

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L., ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L., ch. 149, sec. 23. Contractors with questions about the wage rates or classifications included on the wage schedule have the affirmative obligation to inquire with DLS at www.mass.gov/dls or at 617-626-6952. Employees not receiving such rates should report this violation to the Wage Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/07/2012

Wage Request Number: 20120607-037

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The Massachusetts Prevailing Wage Law

M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

WEEKLY PAYROLL RECORDS REPORT

& STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 20_____

I, _____,

(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____

(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5th FL., BOSTON, MA. 02108

END OF SECTION

WEEKLY PAYROLL REPORT FORM

Prime Contractor

Subcontractor

List Prime Contractor:

Employer Signature:

Print Name & Title:

[illegible]

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

SECTION 01 10 00

SCOPE OF THE WORK

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

1.02 LOCATION OF WORK

- A. The work of this Contract shall be performed at the Countryside Elementary School, Newton, Massachusetts.

1.03 GENERAL SCOPE OF WORK

- A. The work to be done consists:
 - 1. Limited removal of existing floor system, including VCT floor tile, concrete slabs (exposed and buried), structural fill and associated materials for the installation of new cast in place concrete footings and slabs.
 - 2. Forming and pouring of new cast in place concrete footings and slab; new concrete slab to be anchored back into existing exposed slab.
 - 3. Installation and erection of new steel columns and beams to support new manual operated movable partition.
 - 4. Installation of new manual operated movable partition including track, guides and all associated materials.
 - 5. Limited field cutting and removal of existing metal railings as required to install new GWB walls.
 - 6. Construction of new full height metal stud GWB partitions with sound attenuation insulation and metal stud GWB soffits, including all finishes and painting.
 - 7. Installation of new flush wood solid core doors, metal door frames and associated materials, including all finishes and painting.
 - 8. Re-location of existing electrical switches, outlets and fixtures (including ceiling mounted light fixtures and clocks) performed by a Massachusetts licensed electrician and in accordance to all local electrical codes and procedures.
 - 9. Cutting, patching and repairing existing plaster ceiling for the installation of new GWB soffits and manual operated movable partition.
 - 10. Installation of new VCT floor tiles (to match existing) damaged or removed for the installation of new concrete footings/slabs and steel columns.

OPERABLE PARTITIONS COUNTRYSIDE ELEMENTARY SCHOOL NEWTON, MASSACHUSETTS

- B. The General Contractor shall furnish and do everything, except as otherwise provided by specific notations herein or on the drawings, necessary to complete the work in accordance with the Plans and Project Manual. He shall furnish all plant, labor, materials, supplies, tools, water, machinery, implements, light, power, transportation, and other facilities required, and do all work necessary for the complete execution and completion of the Contract, except that work or materials specifically stated to be done or furnished by others.

- C. All work and materials furnished and installed shall be of the best quality and workmanship, and to the satisfaction of the Architect. There shall be no defect in the work or the operation thereof due to inferior materials or the workman like placing of any part. The work under this contract shall be performed at such times as may be necessary to facilitate the orderly progress of the work. It is the intention of these Specifications and Plans to cover all work necessary and incidental to the completion of this project, including all trades, as shown on the drawings or specified.
- D. Contractor shall do all necessary cutting and patching of structural and finish work as necessary to provide the finished results shown on the Contract Drawings and as herein specified.

1.04 LIST OF DRAWINGS dated June 14, 2012

COUNTRYSIDE ELEMENTARY SCHOOL – OPERABLE PARTITIONS

<u>Plan No.</u>	<u>Description</u>
T1.0	TITLE SHEET
A1.1	ARCHITECTURAL PLANS, DETAILS AND ENLARGED DETAILS
A1.2	ARCHITECTURAL SECTIONS AND DETAILS
S1.0	STRUCTURAL FOUNDATION& FRAMING PART. PLANS AND SECTIONS

END OF SECTION

SECTION 01 31 00

CONSTRUCTION SCHEDULING AND PHASING

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

1.02 DESCRIPTION OF WORK

- A. This Section specifies the construction phasing and scheduling of the work. The construction period is expected to run for the period between July 6, 2012 and shall extend through September 4, 2012. The site will be available for work from July 6, 2012 until September 4, 2012. Work on site is limited to the summer recess period.
- B. This Section also specifies the requirements and limitations that will be imposed during the execution of the work. Before any construction commences, the contractor must submit a schedule that identifies weekly activities for the duration of the project for approval by the Architect and Owner.

1.03 SUBMITTALS

- A. The Contractor shall submit to the Architect for approval, a Construction Schedule in accordance with the requirements and limitations hereinafter specified.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.01 COORDINATION

- A. Upon receipt of bids and execution of the contract the contractor shall submit all materials and shop drawings for review and approval. The work of removal, modifications and/or replacement of materials and equipment shall not proceed until all new items are on site.
- B. During the initial stage of the project, a mandatory coordination meeting will be scheduled to discuss the awareness for all subcontractors to provide a continuous air barrier.
- C. The facility will be occupied when school opens up in September. Therefore, the quantity of space that will be available to the contractor for operable panel installation will be limited during the year while it is in session. During the year, the contract work shall be completed in the limited spaces during second shift operations to avoid work while the building is occupied.
- D. During the course of the work the Contractor shall, through a series of weekly meetings, continually appraise the Architect and the Facility Representative on the progress of the work and the scheduling of work yet to be done.

- E. The Contractor shall coordinate his work with the Countryside Elementary School Administration in order that disruption to traffic flows and schedules are held to a minimum.
- F. The work of installing new operable partitions and associated construction shall proceed as per the limitations stated in 1.02.A.

3.02 LIMITATIONS

- A. Sewer, water, gas and electric services to the building shall not be disconnected or disrupted during the course of performing the work under this Contract except during unoccupied hours when approved by the Owner.
- B. Contractor's employee parking will be limited to areas designated on the site.
- C. Contractor's storage area shall be confined to the areas designated on the site.
- D. The Contractor shall consult with the Chief of the City of Newton Fire Department on details or access routes for fire/emergency vehicles and appropriate signs (warning and information).
- E. The Contractor shall coordinate his work with the Building Administration to prevent pedestrian or vehicle traffic problems on the properties. Demolition should not present problems for fire or ambulance access to the building entrances.
- F. Drilling, jack hammering and like noisy operations shall not be performed directly under or adjacent to occupied spaces. The contractor shall consult with the Architect and Owner and ascertain when spaces will be unoccupied at which time such operations may be performed.
- G. Temporary entrances and fencing required to provide safe legal exits and entrance to the building shall be constructed as necessary and shall be completed and inspected and approved by the Building Commissioner.
- H. Exits shall be properly lighted and maintained clear of construction at all times.
- I. No construction materials shall be stored in such a way as to interfere with entrance and exits to the building and access to walks and play fields.
- I. The work scheduled under this contract shall be substantially complete on or before September 4, 2012.

3.03 SCHEDULE OF WORK

- A. Contractor shall meet with the architect and building administration to establish space availability for the work under this contract. The contractor shall then submit to the Architect for approval a construction schedule. The schedule shall indicate the tasks to be performed with a time schedule indicating the start and completion date of each task.

END OF SECTION

SECTION 01 70 00

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

1.02 FINAL CLEANING

- A. Unless otherwise specified under the various sections of the specifications, the general contractor shall perform final cleaning operations as herein specified prior to final inspection.
- B. Maintain project site free from accumulations of waste, debris, and rubbish, caused by operations. At completion of work, remove water, materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave project clean and ready for occupancy.
- C. Cleaning shall include all surfaces, interior and exterior in which the general contractor has performed work and has used as access to areas where work was performed whether existing or new.
- D. Refer to sections of the specifications for cleaning of specific products or work.
- E. Use only those materials which will not create hazards to health or property and which will not damage surfaces.
- F. Use only those cleaning materials and methods that are recommended by the manufacturer or surface material to be cleaned.
- G. Employ experienced workmen, or professional cleaners, for final cleaning operations.
- H. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

1.03 RECORD DRAWINGS

- A. Record drawings shall consist of **all** the contract drawings.
- B. The general contractor shall be required to maintain one set of record drawings, as the work relates to their sections of the specifications at the site.
- C. The record drawings shall be stored and maintained in the general contractor's office apart from other documents used for construction. The record drawings shall be maintained in a clean, dry and legible condition and shall not be used for construction purposes.

- D. Record drawings, as submitted by the general contractor, shall be verified in the field by the Architect or his consultants. Verification by the Architect shall occur during the construction process and prior to the related work being completed and covered up.
- E. The record drawing shall be available at all time for inspection by the Architects. All deficiencies noted shall be promptly corrected.
- F. The following information shall be indicated on the record drawings:
 - 1. Record all changes, including change orders, in the location, size, number and type both horizontally and vertically of all elements of the project which deviate from those indicated on all the contract drawings.
 - 2. The tolerance for the actual location of utilities and appurtenances within the building to be marked on the record drawings shall be plus or minus two (2) inches.
 - 3. The location of all underground utilities and appurtenances referenced to permanent surface improvements, both horizontally and vertically at ten (10) feet intervals and at all changes of direction.
 - 4. The location of all internal utilities and appurtenances, concealed by finish materials, including but, not limited to valves, coils, dampers, vents cleanouts, strainers, pipes, junction boxes, turning vanes, variable and constant volume boxes, ducts, traps and maintenance devices. The location of these internal utilities, appurtenances and devices shall be shown by offsets to the column grid lines on the drawings.
 - 5. Each of the utilities and appurtenances shall be referenced by showing a tag number, area served and function on the record drawings.
- G. At the end of each month and before payment for materials installed, the general contractor, his subcontractors, and the Architect shall review record drawings for purpose of payment. IF THE CHANGES IN LOCATION OF ALL INSTALLED ELEMENTS ARE NOT SHOWN ON THE RECORD DRAWINGS AND VERIFIED IN THE FIELD, THEN THE MATERIAL SHALL NOT BE CONSIDERED AS INSTALLED AND PAYMENT WILL BE WITHHELD.
- H. At the completion of the contract, each subcontractor shall submit to the general contractor a complete set of his respective record drawings indicating all changes. After checking the above drawings, the general contractor shall certify in writing on the title sheet of the drawings that they are complete and correct and shall submit the record drawings to the Architect. The contractor shall submit an electronic version of the Record Drawings along with a hard copy.

1.04 CLOSEOUT REQUIREMENTS AND SUBMITTALS

- A. Final Inspection:
 - 1. The general contractor shall submit written certification that:
 - a) Project has been inspected for compliance with contract documents and has satisfied the Building Department and local Fire Department.
 - b) Equipment and systems have been tested in the presence of Architect and are operational and satisfactory.
 - c) Project is completed, and ready for final inspection.
 - 2. Building Department Use and Occupancy Permit:
 - a) Arrange for a final inspection and secure the signed Certificate of Inspection for Use and Occupancy from the Building Department.

1.05 GUARANTEES AND WARRANTIES

- A. Submit to the Architect all extended guarantees and warranties that have been specified in various, individual sections of the specifications.

END OF SECTION

SECTION 02 41 00

DEMOLITION

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon.
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site.

1.02 SCOPE OF WORK

- A. This Section specifies the furnishing of all materials, labor, tools and equipment, and performing all operations necessary to complete all demolition work as shown on the Drawings and herein specified.
- B. The work shall include, but is not limited to:
 - 1. Cutting and removal of existing concrete slabs and associated materials as indicated on plans.
 - 2. Removal of VCT floor tiles as indicated on plans.
 - 3. Cutting and removal of portions of existing metal railings as indicated on plans.
 - 4. Demolition of portion of ceilings as required where shown on plans.
 - 5. Provide and maintain negative air pressure within the spaces where demolition is taking place.

1.03 PERMITS

- A. Contractor shall obtain and pay for all permits required for the execution for the work under this Contract.

1.04 JOB SITE CONDITIONS

- A. The contractor shall coordinate his work with the Countryside Elementary School operations, vehicle and pedestrian access to and from the site, etc. to prevent pedestrian or vehicle traffic problems on the property. Demolition shall not present problems for fire or ambulance access to building.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.01 PROTECTION

- A. The demolition work shall be carried on in a manner that will insure adjacent property, whether title to such property be with the City of Newton, Massachusetts and the Countryside Elementary School or some other owner, and whether the property be occupied or not, from any damage or injuries which might occur from falling debris or other cause and so as not to interfere with the use of the building of the free and safe passage to and from the same.

- B. Provide, erect and maintain all fences, planking, bracing, shoring, lights, barricades, partitions, warning signs and guards as necessary for the protection of the existing buildings, the contents of the buildings, students, staff and the general public.
- C. The Contractor shall provide the proper protection for all existing work, furnishings, and fixtures likely to be damaged where work is to be done and where openings are made in existing exterior walls. Openings in existing exterior walls shall be provided with watertight protection to protect against entry of inclement weather and partitions that will prevent entry of persons into the building at the end of each day's work.
- D. Provide a fire watch and fire protection materials and equipment at all times in the areas where "hot" work such as cutting and burning is taking place. Consult with the local Fire Department for fire watch requirements.

3.02 TEMPORARY PARTITIONS

- A. The buildings will continue to be occupied during the time of this project. The building and work areas shall be made secure by means of temporary walls and partitions that will prevent unauthorized entry into the work areas at all times and prevent dust caused by demolition from entering dwellings.
- B. The buildings shall be maintained weather-tight and secure at all times to prevent damage to structure, finishes and contents.
- C. Demolition areas shall be barricaded during work on the site to prevent unauthorized entry and possible injury to trespassers
- D. Upon completion of new work, temporary partitions shall be completely removed, preventing any damage to existing conditions.

3.03 METHODS

- A. Perform the work carefully to prevent damage to existing construction to remain. Any damage to existing structure caused by the Contractor's operations shall be repaired and made good by the Contractor promptly, and without additional cost to the Owner.
- B. The existing flooring in all spaces shall be protected. Any damage to the floor shall be repaired without cost to the owner. Any carpeted floors shall be protected before any demolition takes place in those areas. The protection shall remain throughout the operable panel installation and the carpet shall be vacuumed at the completion of the partition installation to restore the carpet to the condition before the work took place. If not restored, then additional measures to vacuuming will be required.

3.05 SECURITY PROGRAM

- A. Work locations must be closed to the public. A security system must be established. Only authorized personnel can enter the work areas.
- B. Emergency exits shall be maintained, or alternate exits provided.

3.06 DISPOSITION OF MATERIALS (Except asbestos containing materials)

- A. Unless otherwise noted on the drawings, all demolished materials shall become the property of the contractor, and together with all debris, shall be removed from the site.
- B. Remove from the premises all demolished materials immediately after demolition unless otherwise directed.
- C. All dumping and disposal shall be carried out in strict adherence to the regulations of the

Commonwealth of Massachusetts and the local municipal jurisdiction under which the disposal area is regulated. In addition, the following regulations will be adhered to:

1. All trucks carrying debris from the demolition operations shall, at all times, be covered to prevent dispersal of load or dust on the streets.
 2. The Contractor will be required to remove from the streets any demolition debris falling from trucks.
- D. Upon completion of demolition, clean the entire area of all debris and leave in an orderly manner.

END OF SECTION

SECTION 06 10 00

CARPENTRY

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

1.02 DESCRIPTION OF WORK

- A. Furnish all labor, materials, and equipment necessary for the complete installation of all Carpentry required by the drawings and details, or as specified herein:
 - 1. All temporary work such as barriers, staging, ladders and protection of existing surfaces.
 - 2. Blocking and nailers.
 - 3. Rigid and blanket insulation.
 - 4. New metal stud wall partitions and soffits
 - 5. GWB patching at ceilings as indicated
 - 6. Cutting and remounting metal railings

1.03 RELATED WORK IN OTHER SECTIONS

- A. The following items are not included in this section and will be performed under the designated sections:
 - 1. Section 02 41 00 – Demolition
 - 2. Section 08 10 00 – Metal Door Frames & Flush wood doors
 - 3. Section 09 29 00 – Gypsum Board Systems
 - 4. Section 09 91 00 – Painting
 - 5. Section 10 22 26 – Operable Partitions

1.04 SUBMITTALS

- A. Samples and product data of all materials furnished under this section shall be submitted to the Architect for approval before incorporation into the work.
- B. Product Data:
 - 1. Lumber

1.05 DELIVERY, STORAGE AND HANDLING

- A. Store lumber and plywood off the ground in such a manner as to ensure proper drainage, ventilation and protection from the weather.

- B. Store treated lumber under dry conditions.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Lumber for blocking, mailers and miscellaneous wood items shall be Hem-Fir WWPA No. 2 or better or approved equal, Fb 850, E 1,300,000.
- B. Provide nails, spikes, bolts, anchors bolts, lag screws and other fastening devices where specified or shown on Contract Drawings or as necessary for completion of the work to anchor Rough Carpentry to adjacent construction. Nails and spikes shall be galvanized.
- C. Acoustical Insulation – Thickness as required by the conditions encountered shall be flexible fiberglass insulation batts. All joints to be taped with a vapor impervious tape.

PART 3 - EXECUTION

3.01 INSTALLATION/APPLICATION/ERECTION

- A. Provide blocking where shown on the drawings.
- B. Perform cutting, fitting, blocking, bracing and centering for other trades as required.
- C. Provide nailers as necessary for the attachment of finish materials.
- C. Fit closely, set accurately to lines and levels, and secure rigidly in place
- D. Install insulation where indicated in the details.

END OF SECTION

SECTION 08 10 00

METAL DOOR FRAMES AND FLUSH WOOD DOORS

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon.
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site.

1.02 WORK INCLUDED

- A. Furnish all labor, materials, and equipment required for the furnishing of all metal doorframes as shown on the Contract drawings or herein specified.
- B. Furnish and install single Flush solid core wood doors and hardware as shown on the contract drawings or specified herein.

1.03 RELATED WORK IN OTHER SECTIONS

- A. Finish Hardware is specified in SECTION 08 70 00.
- B. Section 09 91 00 - PAINTING

1.04 SHOP DRAWINGS

- A. Shop drawings of metal frames and flush solid core doors shall be submitted to the Architect for approval before fabrication. Shop drawings shall include schedules showing sizes, details and locations of all new doors and new door frames.

PART 2 - PRODUCTS

2.01 HOLLOW METAL FRAMES

- A. Frames shall be as detailed and shall suit the various wall conditions and shall be constructed of 16 gauge annealed and pickled first quality steel sheets.
- B. Heads shall be secured to jambs by continuous welds, which shall be ground smooth and even to produce invisible joints. KD type frame assemblies will not be acceptable.

- C. All door frames shall be mortised drilled, and tapped for hardware, and reinforced at hinges, locks and closers and shall be drilled for silencers.
- D. Adjustable metal anchors shall be provided for all door frames. Underwriters' label anchors shall be provided for labeled frames. Anchors shall be provided as necessary to firmly anchor frames to adjacent construction.
- E. Frames up to 7 feet 6 inches high shall be provided with 3 anchors per jamb and one additional anchor for each 20 additional inches in frame height.

2.02 FLUSH WOOD DOORS

- A. All interior non-labeled and 20 minute U.L. label wood doors shall be net sized and factory finished 5-ply particleboard core AWI premium quality veneered wood doors as manufactured by Weyerhaeuser, U.S. plywood Corp., Eggers Industries, or approved equal. Face veneers shall be plain sliced red oak. Grain shall be uniform
- B. All doors shall be cut to net size all prepared for hardware by the manufacturer prior to pre-finishing, allowing 1/8" clearance at top and sides. Bottoms shall be as per threshold detail. Responsibility for proper door sizing is a part of this section of the specification
- C. Two long edges shall be beveled (1/8 inch in 2 inches) prior to pre-finishing.
- D. Both faces shall be factory-finished with conversion varnish (UNIVAR) 20% sheen over suitable toners and fillers. Vertical edges shall be finished to match faces. Horizontal edges shall be sealed with two coats. Samples of finish shall be submitted to the Architects for approval and selection of color.
- E. Provide cutouts for louvers and glass panels as indicated on the drawings.
- F. Glass cutouts shall be provided with metal overlapping glazing beads attached with through screws and posts, U.L. approved pattern, standard enamel finish, colors selected by the Architect.
- G. Doors shall carry the manufacturer's lifetime guarantee.
- H. Doors and panels shall be packaged and shipped in heavy cardboard cartons. Mark doors, panels and cartons with opening number and net size.

2.03 FINISH

- A. All metal materials shall be bonderized and given a coat of baked-on chromatic rust-inhibitive primer. Finish samples shall be provided for approval and color selections prior to fabrication. The contractor shall submit (4) 4" x 4" samples.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Doors and frames shall be set plumb and true, and all finish hardware shall be installed with sinkages and mortises provided as required. Templates shall be obtained for proper fitting and forming.
- B. After frames are set, touch up any scratched or abraded spots with rust inhibitive paint.

END OF SECTION

SECTION 08 70 00

FINISH HARDWARE

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

1.02 WORK INCLUDED

- A. The Scope of the work of this Section of the Specifications shall consist of furnishing all finish hardware as specified and scheduled. Responsibility for receiving, checking, and storing shipments shall be borne by the General Contractor. Installation of finish hardware will be under Section 06 10 00 Carpentry.
- A. Furnish all necessary templates and schedules required to fabricate doors, frames, thresholds, and all work incidental thereto.
- B. It is the intent to provide new hardware for the new flush wood solid core doors.

1.03 HARDWARE SCHEDULE

- A. Four complete schedules shall be submitted to the Architect for approval, giving the manufacturer's numbers, sizes and installation location for all hardware required to complete the job.

1.04 MARKING AND PACKING

- A. All packages shall be legibly labeled indicating manufacturer's numbers, types, sizes and hardware schedule reference number. All hardware shall be protectively wrapped and shall be packed in the same package as all screws, bolts, and fastenings necessary for the proper installation of all hardware.

1.05 TEMPLATES

- A. All necessary templates and approved schedules required to fabricate doors, frames, and thresholds shall be furnished in sufficient time so as not to impede the progress of work.

1.06 WORKMANSHIP

- A. Lock front, flush bolt face, and strike shall be beveled or rounded as required by the Contract Drawings. The General Contractor shall determine and be responsible for the hand and bevel of all doors.

1.07 SAMPLES

- A. A complete line of samples shall be submitted to the architect for approval when requested. Samples shall be plainly marked with the number indicated in the specifications, the manufacturer numbers, types and sizes. Approved samples will remain with the architect until delivery of all hardware to the project site is completed, then they will be incorporated in the work.

1.08 KEYING

- A. Keying System:
 - 1. The keying for the new door shall match that of the existing doors.
- B. Furnish the following quantity of keys:
 - 1. 3 keys for each cylinder or keyed alike set
- C. Actual keying of the new cylinder shall be done by the City of Newton.

1.09 FINISHES

- A. Finishes shall be as follows unless shown otherwise: (ANSI/BMHA Finish Designations)
 - Hinges: US10
 - Locksets: US10
 - Door Closers: TAN
 - Door Stops: US10

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Hardware shall be best grade, entirely free from imperfections in manufacture and finish. Qualities, weights, and sizes specified herein are the minimum that will be accepted.
 - 1. Include all necessary screws, special screws, bolts, special bolts, expansion shields, reinforcing plates, and other devices necessary or required for proper hardware application. All latches and exit devices shall have box-type strikes; bolts shall have keepers. Floor stops shall be attached with expansion shields.
 - 2. Hinges
 - a. Specified – NES 5 BB series – Five knuckle, ball bearing hinges
 - b. Substitutions – Hager BB series, Stanley FBB series or approved equal
 - 3. Lockset - Cylindrical with Lever Handle w/ interchangeable core
 - a. Specified – Schlage
 - b. Substitutions – Best, Sargent 10 line or equal
 - 4. Exit Device
 - a. Specified – Von Duprin
 - 5. Closer
 - a. Specified - L.C.N.
 - b. Substitutions - Norton, Yale, Sargent 281 series or approved equal
 - 6. Door Stop
 - a. Specified - Ives
 - b. Substitutions – Glynn Johnson, Rockwood or approved equal

7. Thresholds
 - a. Specified – National Guard Products, Inc.
 - b. Substitutions – Pemco, Reese or approved equal.
8. Weatherstripping
 - a. Specified – Reese
 - b. Substitutions – Pemco, National Guard Products or approved equal.

1.02 HARDWARE SETS

- A. The hardware sets listed below indicate the item of hardware required for each opening. It is the bidder's responsibility to accurately furnish the proper sizes, quantities, weights, and functions, as required by Plans, these Specifications, and as recommended by manufacturer's catalogue information.
- B. The following schedule of hardware sets is furnished as information and a guide only. The complete quantity requirements for each and every opening shall be the responsibility of the hardware supplier. Refer to door schedules on the Plans for hardware set required for each opening. Hardware for label doors shall be U.L. listed hardware.
- C. Each entrance shall have cylinder dogging with keyed access.

HW-1

Passage Door Set

Single Door 3'-0" x 7'-0" x 1- 3/4" Flush wood solid core door		
(3) Each Hinges	5 BB Series	652 IVE
(1) Each – Passage Set	ND10S	626 SCH
(1) Closer	4041 x 4040 – 18G	Aluminum provide hold open arm
(1) Each – Stop	WS407/FS436	630 IVE
(1) Set – Door Seal	798B	BLK REE

HW-2

Storage Door Set

Single Door 3'-0" x 7'-0" x 1- 3/4" Flush wood solid core door		
(3) Each Hinges	6 BB Series	652 IVE
(1) Each – Storage Room Lock	ND80TD	626 SCH
(1) Each – Core Only	23-030	
(2) Each – Stop	WS407/FS436	630 E
(1) Set – Door Seal	798B	BLK REE

END OF SECTION

SECTION 09 29 00

GYPSUM BOARD SYSTEMS

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

1.02 WORK INCLUDED

- A. Furnish all labor, materials, tools and equipment required for the complete installation of all gypsum wallboard systems. Include metal stud and furring systems, ceiling systems, gypsum wallboard, sound attenuation blankets in interior partitions, and all required accessories and fastening devices.

1.03 RELATED WORK IN OTHER SECTIONS

- A. Section 06 10 00 CARPENTRY
- B. Section 09 91 00 PAINTING

1.04 PROTECTION AND CLEANING

- A. Protect existing and new finishes against soiling and damage from the work of this trade.
- B. Upon completion, remove all rubbish, debris, scaffolding and tools from the work. Clean off any of the materials of this section from glass, brick, trim and all other finish surfaces, and leave the floors "broom clean."

1.05 SAMPLES

- A. Samples of the various materials to be furnished and installed under this section shall be submitted to the Architect for approval before starting the work of this section.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Materials and methods shall be in accordance with manufacturer's printed recommendations.

- B. Wallboard, interior partition framing, furring, ceiling suspension systems, gypsum wallboard, joint tape, joint compounds, thermal insulation, sound attenuation insulation, and other accessories shall be as manufactured by the National Gypsum Co., U.S. Gypsum Co., Johns-Manville, Georgia-Pacific or approved equal. Products of National Gypsum Company are specified to establish type and quality of materials.

2.02 MATERIALS

- A. Gypsum Wallboard - 5/8" thick Sta-Smooth Fire-Shield Wallboard on all wall and ceiling surfaces scheduled to have GWB finish.
 - 1. Wallboard shall be 5/8" thick where one layer is indicated .
- B. "Zee" furring channels shall be screw type furring, depth as shown on the details.
- C. Control Joints - E-Z strip expansion joint.
- D. Screws
 - 1. Drywall to wood framing; Type S Bugle Head
 - 2. Metal components to Concrete or Masonry; HWH Tapcon Anchors
- E. Corner Beads - 1-1/4" x 1-1/4" galvanized standard corner bead with 1/8" ground.
- F. Casing Beads - No. 233 with vinyl gasket
- G. Acoustical Sealant - US Gypsum, National Gypsum or Tremco.
- H. Tape - Gold Bond Joint Tapes
- I. Joint Treatment Compound Sta-Smooth Joint Compound and Ready-Mix Topping Compound or approved equal.
- J. Adhesive - MC Adhesive.
- K. Steel Studs shall be 2 1/2", 4", 6" 22 gauge studs as indicated on the plans.
- L. Soffit framing screw type furring channels @ 16" o .c. supported by cold rolled channels or steel studs in accordance with manufacturers recommendations based on a 15 PSF load.
- M. Exterior sheathing for exterior stud partitions to receive the new EIFS shall be 1/2" Denzglass.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

- A. This Contractor shall inspect job conditions and related work and report to the General Contractor conditions affecting his work. Commencement of work will constitute acceptance of conditions.
- B. Work under this section shall be properly coordinated with the work of other sections. In no case shall work of other sections that will be concealed by the work of this section be so concealed until it has been inspected and approved.
- C. The drawings shall be taken as diagrammatic. This Contractor shall fit his work to the building structure, and other finishes and around mechanical and electrical work previously installed, to produce a finished result.
- D. Protect all gypsum materials from moisture both during shipment and in storage. Do not store outdoors or

in potentially damp locations. Protect metal goods from rusting.

3.02 INSTALLATION

- A. Interior partitions shall be constructed with metal studs, sound attenuation blankets and gypsum wallboard as detailed on the drawings.
- B. Wallboard installation shall be in accordance with National Gypsum Co. General Specifications 1 and 2 for Drywall Products and Systems.
 - 1. Gypsum board and all gypsum sheathing shall be installed with drywall screws in all cases.
 - 2. Studs shall be doubled at jambs of all doors and glazed panels,
 - 3. Gypsum wallboard shall be held approximately ½" above the floor and the joint sealed with acoustic sealant.
 - 4. Noise barrier insulation shall be installed in all interior partitions.
 - 5. Acoustic sealant and be applied to all joints between gypsum wallboard partitions and adjacent surfaces of dissimilar materials.
 - 6. Gypsum wallboard partitions shall extend from floor to underside of roof construction above unless otherwise noted on the drawings.
- C. All exterior corners shall be provided with corner beads and where gypsum wallboard abuts dissimilar material a casing bead shall be installed.
- D. Gypsum wallboard shall be installed and finished in accordance with the National Gypsum Company's Architectural Specifications/Drywall Products and Systems using the specified materials.
- E. At exterior sheathing, all joints are to be taped to provide a continuous seal.

END OF SECTION

SECTION 09 91 00

PAINTING

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

1.02 WORK INCLUDED

- A. The Painting subcontractor shall supply all labor, materials, tools, ladders, scaffolding, and other equipment necessary to the completion of all PAINTING AND FINISHING shown on the drawings and specified herein.
- B. The Contractor shall examine the Specifications for the various trades and become thoroughly familiar with all provisions regarding painting. He shall understand that all surfaces left unfinished by requirements of other Sections of the Specifications shall be painted or finished as a part of this Section.
- C. The Painting subcontractor shall inspect the work prior to the application of the paint.
- D. If the surface cannot be put in proper condition to receive paint by customary cleaning methods, or sanding, or spackling, the Contractor shall notify the Architect or assume responsibility for and rectify any unsatisfactory finishing resulting from his negligence.
- E. Paint all new interior wallboard, metal door frames, and other surfaces except as otherwise specified including back-priming of all trim before installation.
- F. Paint all existing surfaces scheduled or required to be painted by the Drawings and this Project Manual. Any existing wall or ceiling patched or disturbed by the renovations shall be completely painted.
- G. The work required by this section is shown on all the drawings.

1.03 RELATED WORK IN OTHER SECTIONS

- A. The following items will be fully finished in manufacture and no field painting will be required:
 - 1. Carpentry – Section 06 10 00
 - 2. Metal Frames and Flush Wood Doors – Section 08 10 00

1.04 SUBMITTALS

- A. Submit manufacturer's data on all materials for Architect's approval before ordering.

1.05 COLORS

- A. All colors shall be selected and approved by the Architect. If required, three panels of each color and finish shall be prepared in advance with the materials specified, for approval of the Architect.
- B. The Architect shall have the option of using as many different colors and/or shades as necessary to provide a colorful and attractive color scheme.

1.06 STORAGE OF MATERIALS

- A. All paint materials and equipment used shall be stored in no more than a single place. The storage areas shall be maintained and any damage caused by neglect shall be made good by this Contractor.

1.07 DELIVERY

- A. All materials shall be delivered at the site in their original containers with the seals unbroken and labels intact.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. All materials shall be first line products of recognized reliable manufacturers: Pratt & Lambert; Benjamin Moore & Co.; Sherwin Williams or approved equal. All paints shall be no VOC acrylic latex semi-permeable.
- B. Provide factory mixed coatings. Do not reduce, thin or dilute coatings or add materials to coatings.
- C. Use of solvents is not permissible.

2.02 PAINTING SCHEDULE (New Surfaces)

- A. To establish a standard of quality the following manufacturer, Benjamin Moore, is used.
 - 1. Gypsum Wallboard
 - 1 coat Benjamin Moore Fresh Start All Purpose Primer (100% acrylic water thinned latex paint)
 - 2 coats Benjamin Moore Natura Interior Waterborne Paint, Semi-gloss 514

PART 3 - EXECUTION

3.01 WORKMANSHIP

- A. All materials shall be used as directed by the manufacturer's printed directions
- B. The workmanship shall be of the very best; all materials evenly spread and flowed on without runs, sags, or excessive brush marks. Only skilled mechanics shall be employed to do finish work.
- C. All surfaces to be clean and free of loose dirt, dust, or grit before painting is started.
- D. No paints or painting materials shall be applied where room temperature is below 60 degrees F.
- E. All scratches, cracks, and openings adjoining trim shall be cut out as required and then filled with spackle or other approved patching plaster. All patches shall be made flush with the adjoining surfaces and must be dry and properly sealed before application of the prime coat.
- F. All metal surfaces shall be solvent cleaned to remove grease and oil. Where rust or scale is present, it must be removed prior to painting. Wire brush or sand to bright metal. If the rust is severe, sandblast or power chip.
- G. All damage to shop prime coat caused by cleaning, repairing, and erection shall be spot-primed with the same material as used for the shop coat.
- H. All undercoats of paint shall be tinted to a color approximating the color of the finish. Permit enough variation in

color for guide coat.

- I. All coats shall be thoroughly dry before applying succeeding coats.
- J. Upon completion of the work, all misplaced paint and spots or spills shall be removed and work left in a condition acceptable to the Architect.
- K. Exterior painting shall not be done while the surface is damp, or during rainy or frosty weather, or when the temperature is below 50 degrees F. or above 90 degrees F.

3.02 CLEANUP

- A. Cleaning - At the completion of the work, the Painting Subcontractor shall remove all paint spots and oil or grease stains caused by his work from floors, fixtures, hardware, and equipment, leaving their finishes in satisfactory condition. He shall remove all his staging, equipment, debris, and materials, and leave the site in a clean condition so far as his work is concerned.

3.03 MAINTENANCE MATERIALS

- A. Upon completion of work the following amount of paint and finish shall be left for the Owner.
 - 1. One gallon - Interior wall paint (for each color used)

END OF SECTION

SECTION 10 22 26

OPERABLE PARTITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Manually operated, paired panel operable partitions.
- B. Related Sections include the following:
 - 1. See Structural Drawing S1.0 for concrete tolerances required.
 - 2. See Structural Drawing S1.0 for primary structural support, including pre-punching of support members by structural steel supplier per operable partition supplier's template.
 - 3. Division 6 Sections for wood framing and supports, and all blocking at head and jambs as required.
 - 4. Division 9 Sections for wall and ceiling framing at head and jambs.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified in writing by the operable partition manufacturer, as qualified to install the manufacturer's partition systems for work similar in material, design, and extent to that indicated for this Project.
- B. Acoustical Performance: Test operable partitions in an independent acoustical laboratory in accordance with ASTM E90 test procedure to attain no less than the STC rating specified. Provide a complete and unedited written test report by the testing laboratory upon request.
- C. Preparation of the opening shall conform to the criteria set forth per ASTM E557 "Standard Practice for Architectural Application and Installation of Operable Partitions."

1.4 SUBMITTALS

- A. Product Data: Material descriptions, construction details, finishes, installation details, and operating instructions for each type of operable partition, component, and accessory specified.
- B. Shop Drawings: Show location and extent of operable partitions. Include plans, elevations, sections, details, attachments to other construction, and accessories. Indicate dimensions, weights, conditions at openings, and at storage areas, and required installation, storage, and operating clearances. Indicate location and installation requirements for hardware and track, including floor tolerances required and direction of travel. Indicate blocking to be provided by others.
- C. Setting Drawings: Show imbedded items and cutouts required in other work, including support beam punching template.
- D. Samples: Color samples demonstrating full range of finishes available by architect. Verification samples will be available in same thickness and material indicated for the work.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Clearly mark packages and panels with numbering systems used on Shop Drawings. Do not use permanent markings on panels.

- B. Protect panels during delivery, storage, and handling to comply with manufacturer's direction and as required to prevent damage.

1.6 WARRANTY

- A. Provide written warranty by manufacturer of operable partitions agreeing to repair or replace any components with manufacturing defects.
- B. Warranty period: Two (2) years.

PART 2 – PRODUCTS

2.1 MANUFACTURERS, PRODUCTS, AND OPERATION

Manufacturers: Subject to compliance with requirements, provide products by the following:

Modernfold, Inc.

Products: Subject to compliance with the requirements, provide the following product:

Acousti-Seal #932 manually operated paired panel operable partition.

2.2 OPERATION

- A. Acousti-Seal #932: Series of paired flat panels hinged together in pairs, manually operated, top supported with operable floor seals.
- B. Final Closure (select one):
 - (1) Enclose

2.3 PANEL CONSTRUCTION

- A. Nominal 3-inch (76mm) thick panels in manufacturer's standard 48-inch (1220mm) widths. All panel horizontal and vertical framing members fabricated from minimum 18-gage formed steel with overlapped and welded corners for rigidity. Top channel is reinforced to support suspension system components. Frame is designed so that full vertical edges of panels are of formed steel and provide concealed protection of the edges of the panel skin.
- B. Panel Skin:
 - 1. Roll-formed steel wrapping around panel edge. Panel skins shall be lock formed and welded directly to the frame for unitized construction. Acoustical ratings of panels with this construction:
 - a. 52 STC
- C. Hinges for Panels, Closure Panels, Pass Doors, and Pocket Doors shall be:
 - 1. SOSS® Invisible laminated hinge with antifriction segments mounted between each heat treated link. Hinge to be attached directly to panel frame. Welded internal hinge bracket shall support the hinge and allow for adjustment of hinge plates. Concealed hinges mounted into panel edge or vertical astragal are not acceptable (available on steel skin panel only).
- D. Panel Trim: No vertical trim required or allowed on edges of panels; minimal groove appearance at panel joints.
- E. Panel Weights:
 - Non-Steel Skin

1. 41 STC – 6.5 lbs./square foot
2. 47 STC – 7 lbs./square foot
3. 50 STC – 8 lbs./square foot

Steel Skin

1. 52 STC – 11 lbs./square foot

2.4 PANEL FINISHES

A. Panel face finish shall be:

1. Reinforced heavy-duty vinyl with woven backing weighing not less than 27 ounces per lineal yard.

B. Panel Trim: Exposed panel trim of one consistent color.

2.5 SOUND SEALS

- A. Vertical Interlocking Sound Seals between panels: Roll-formed steel astragals, with reversible tongue and groove configuration in each panel edge for universal panel operation. Rigid plastic astragals or astragals in only one panel edge are not acceptable.
- B. Horizontal Top Seals: Continuous contact extruded vinyl bulb shape with pairs of non-contacting vinyl fingers to prevent distortion without the need for mechanically operated parts.
- C. Horizontal Bottom Seals :
1. Modernfold IA2 bottom seal: Automatic operable seals providing nominal 2-inch (51mm) operating clearance with an operating range of +1/2-inch (13mm) to -1-1/2-inch (38mm) which automatically drop as panels are positioned, without the need for tools or cranks.

2.6 SUSPENSION SYSTEM

A. #17 Suspension System

1. Suspension Tracks: Minimum 11-gage, 0.12-inch (3.04mm) roll-formed steel track, suitable for either direct mounting to a wood header or supported by adjustable steel hanger brackets, supporting the load-bearing surface of the track, connected to structural support by pairs of 3/8-inch (9.5mm) diameter threaded rods. Aluminum track is not acceptable.
 - a. Exposed track soffit: Steel, integral to track, and pre-painted off-white.
2. Carriers: One all-steel trolley with steel-tired ball bearing wheels per panel (except hinged panels). Non-steel tires are not acceptable.

2.7 OPTIONS

A. Available Accessories/Options:

1. Pocket Doors: Acousti-Seal Pocket Doors by Modernfold, Inc., with same construction, finish, and appearance as the adjacent panels.
2. Finished end caps.
3. Intersecting partition interface.
4. Inset window options - glazed or unglazed.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. General: Comply with ASTM E557, operable partition manufacturer's written installation instructions, Drawings and approved Shop Drawings.

- B. Install operable partitions and accessories after other finishing operations, including painting have been completed.
- C. Match operable partitions by installing panels from marked packages in numbered sequence indicated on Shop Drawings.
- D. Broken, cracked, chipped, deformed, or unmatched panels are not acceptable.

3.2 CLEANING AND PROTECTION

- A. Clean partition surfaces upon completing installation of operable partitions to remove dust, dirt, adhesives, and other foreign materials according to manufacturer's written instructions.
- B. Provide final protection and maintain conditions in a manner acceptable to the manufacturer and Installer that insure operable partitions are without damage or deterioration at time of Substantial Completion.

3.3 ADJUSTING

- A. Adjust operable partitions to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Lubricate hardware and other moving parts.

3.4 EXAMINATION

- A. Examine flooring, structural support, and opening, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of operable partitions. Proceed with installation only after unsatisfactory conditions have been corrected.

3.5 DEMONSTRATION

- A. Demonstrate proper operation and maintenance procedures to Owner's representative.
- B. Provide Operation and Maintenance Manual to Owner's representative.

END OF SECTION